

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

AGWAY FARM & HOME SUPPLY, LLC ¹

Debtors.

Chapter 11

Case No. 22-10602 (JKS)

AFFIDAVIT OF SERVICE

I, Sharon Lee, depose and say that I am employed by Stretto, the claims and noticing agent for the Debtors in the above-captioned cases.

On August 30, 2023, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on the service list attached hereto as **Exhibit C**:

- **Order (I) Granting Permission to File a Combined Plan and Disclosure Statement; (II) Approving the Disclosure Statement on an Interim Basis; (III) Approving the Solicitation, Notice and Tabulation Procedures and the Forms Related Thereto; and (IV) Scheduling a Joint Hearing to Consider Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto (Docket No. 740)**
- **Notice of Hearing on Confirmation of Combined Disclosure Statement and Joint Plan of Liquidation of Agway Farm & Home Supply, LLC Under Chapter 11 of the Bankruptcy Code (Docket No. 743)**
- **Combined Disclosure Statement and Joint Plan of Liquidation of Agway Farm & Home Supply, LLC Under Chapter 11 of the Bankruptcy Code**
(attached hereto as **Exhibit A**)
- **[Customized] Class 3 (General Unsecured Claims) Ballot for Accepting or Rejecting Combined Disclosure Statement and Joint Plan of Liquidation**
(attached hereto as **Exhibit B**)
- **Postage Prepaid, Return-Addressed Envelope**

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¹ 1 The last four digits of the Debtor's federal tax identification number are 1247. The Debtor's address is 6606 W. Broad Street, Richmond, VA 23230

On August 30, 2023, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on the service list attached hereto as **Exhibit D**:

- **Order (I) Granting Permission to File a Combined Plan and Disclosure Statement; (II) Approving the Disclosure Statement on an Interim Basis; (III) Approving the Solicitation, Notice and Tabulation Procedures and the Forms Related Thereto; and (IV) Scheduling a Joint Hearing to Consider Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto (Docket No. 740)**
- **Notice of Hearing on Confirmation of Combined Disclosure Statement and Joint Plan of Liquidation of Agway Farm & Home Supply, LLC Under Chapter 11 of the Bankruptcy Code (Docket No. 743)**
- **Combined Disclosure Statement and Joint Plan of Liquidation of Agway Farm & Home Supply, LLC Under Chapter 11 of the Bankruptcy Code**
(attached hereto as **Exhibit A**)

On August 30, 2023, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on the service list attached hereto as **Exhibit E**:

- **Order (I) Granting Permission to File a Combined Plan and Disclosure Statement; (II) Approving the Disclosure Statement on an Interim Basis; (III) Approving the Solicitation, Notice and Tabulation Procedures and the Forms Related Thereto; and (IV) Scheduling a Joint Hearing to Consider Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto (Docket No. 740)**
- **Notice of Hearing on Confirmation of Combined Disclosure Statement and Joint Plan of Liquidation of Agway Farm & Home Supply, LLC Under Chapter 11 of the Bankruptcy Code (Docket No. 743)**

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On August 30, 2023, at my direction and under my supervision, employees of Stretto caused the following document to be served via first-class mail on the service list attached hereto as **Exhibit F**:

- **Notice of Hearing on Confirmation of Combined Disclosure Statement and Joint Plan of Liquidation of Agway Farm & Home Supply, LLC Under Chapter 11 of the Bankruptcy Code (Docket No. 743)**

In addition to the methods of service set forth herein, parties who have requested electronic notification of filings via the Bankruptcy Court's CM/ECF system were sent the above referenced documents via electronic service.

Dated: September 5, 2023



Sharon Lee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,
County of Orange

Subscribed and sworn to (or affirmed) before me on this 5th day of September, 2023 by Sharon Lee proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: _____

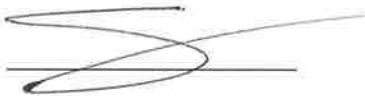


Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

AGWAY FARM & HOME SUPPLY, LLC,

Debtor.¹

Chapter 11

Case No. 22-10602 (JKS)

**COMBINED DISCLOSURE STATEMENT AND JOINT PLAN
OF LIQUIDATION OF AGWAY FARM & HOME SUPPLY, LLC
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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Dated: August 25, 2023

¹ The last four digits of the Debtor's federal tax identification number are 1247. The Debtor's address is 6606 W. Broad Street, Richmond, VA 23230.

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DISCLAIMERS

EACH HOLDER OF A CLAIM AGAINST THE DEBTOR ENTITLED TO VOTE TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT SHOULD READ THE COMBINED PLAN AND DISCLOSURE STATEMENT IN ITS ENTIRETY BEFORE VOTING. NO SOLICITATION OF VOTES TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT MAY BE MADE EXCEPT PURSUANT TO THE TERMS HEREOF AND SECTIONS 1121 AND 1125 OF THE BANKRUPTCY CODE. IF YOU ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU ARE RECEIVING A BALLOT WITH YOUR NOTICE OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE DEBTOR AND OFFICIAL COMMITTEE OF UNSECURED CREDITORS URGE YOU TO VOTE TO ACCEPT THE COMBINED PLAN AND DISCLOSURE STATEMENT.

THE COMBINED PLAN AND DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 1121 AND 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 3016 AND 3017, AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER APPLICABLE NON-BANKRUPTCY LAW. THE COMBINED PLAN AND DISCLOSURE STATEMENT SHALL NOT BE CONSTRUED TO BE ADVICE ON THE TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE COMBINED PLAN AND DISCLOSURE STATEMENT AS TO HOLDERS OF CLAIMS AGAINST OR INTERESTS IN THE DEBTOR. YOU SHOULD CONSULT YOUR PERSONAL COUNSEL OR TAX ADVISOR ON ANY QUESTIONS OR CONCERNS RESPECTING TAX, SECURITIES, OR OTHER LEGAL CONSEQUENCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

THE COMBINED PLAN AND DISCLOSURE STATEMENT CONTAINS SUMMARIES OF CERTAIN STATUTORY PROVISIONS, DOCUMENTS RELATED TO THE COMBINED PLAN AND DISCLOSURE STATEMENT, ANTICIPATED EVENTS IN THE CHAPTER 11 CASE, AND FINANCIAL INFORMATION. ALTHOUGH THE PLAN PROPONENTS BELIEVE THAT THE STATEMENTS AND DESCRIPTIONS CONTAINED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT ARE TRUE AND ACCURATE, THEY ARE QUALIFIED TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF THE DOCUMENTS RELATED TO THE COMBINED PLAN AND DISCLOSURE STATEMENT AND APPLICABLE STATUTORY PROVISIONS. THE TERMS OF THE DOCUMENTS RELATED TO THE COMBINED PLAN AND DISCLOSURE STATEMENT AND APPLICABLE STATUTES GOVERN IN THE EVENT OF ANY DISCREPANCY WITH THE COMBINED PLAN AND DISCLOSURE STATEMENT. CREDITORS AND OTHER INTERESTED PARTIES SHOULD READ THE COMBINED PLAN AND DISCLOSURE STATEMENT, THE DOCUMENTS RELATED TO THE COMBINED PLAN AND DISCLOSURE STATEMENT, AND THE APPLICABLE STATUTES THEMSELVES FOR THE FULL AND COMPLETE STATEMENTS OF SUCH TERMS AND PROVISIONS.

THE FACTUAL STATEMENTS AND REPRESENTATIONS CONTAINED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT ARE MADE BY THE PLAN PROPONENTS AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFIED, AND THE PLAN PROPONENTS DISCLAIM ANY OBLIGATION TO UPDATE ANY SUCH STATEMENTS AFTER THE SOLICITATION OF VOTES TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT AND SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME AFTER THE DATE HEREOF.

THE FINANCIAL INFORMATION CONTAINED HEREIN HAS NOT BEEN AUDITED BY A CERTIFIED PUBLIC ACCOUNTANT AND HAS NOT NECESSARILY BEEN PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES.

ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THIS COMBINED PLAN AND DISCLOSURE STATEMENT ARE BASED UPON THE ANALYSES PERFORMED BY THE PLAN PROPONENTS AND THEIR ADVISORS. ALTHOUGH THE PLAN PROPONENTS AND THEIR ADVISORS HAVE MADE EVERY EFFORT TO VERIFY THE ACCURACY OF THE INFORMATION PRESENTED HEREIN, THE PLAN PROPONENTS AND THEIR ADVISORS CANNOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THIS INFORMATION.

IN CONNECTION WITH THE PLAN PROPONENTS' SOLICITATION OF ACCEPTANCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT PURSUANT TO SECTION 1126(b) OF THE BANKRUPTCY CODE, THE PLAN PROPONENTS ARE FURNISHING A SOLICITATION PACKAGE, CONSISTING OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, THE EXHIBITS HERETO, CONFIRMATION NOTICE, AND A BALLOT TO EACH RECORD HOLDER OF CLAIMS ELIGIBLE TO VOTE OR ITS COUNSEL. THE COMBINED PLAN AND DISCLOSURE STATEMENT IS TO BE USED BY EACH SUCH ELIGIBLE HOLDER SOLELY IN CONNECTION WITH ITS EVALUATION OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. USE OF THE COMBINED PLAN AND DISCLOSURE STATEMENT FOR ANY OTHER PURPOSE IS NOT AUTHORIZED. NOTHING STATED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT SHALL BE DEEMED OR CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTOR OR ANY OTHER PARTY.

SECTION 1 INTRODUCTION

Agway Farm & Home Supply, LLC, the debtor and debtor-in-possession in the above-captioned chapter 11 case (the “Debtor”) and the Official Committee of Unsecured Creditors (the “Committee”) hereby propose the following combined disclosure statement and joint plan of liquidation pursuant to sections 1121(a) and 1125(b) of title 11 of the United States Code (the disclosure statement portion hereof, the “Disclosure Statement” and the chapter 11 plan portion hereof, the “Plan,” as may be modified and/or amended from time to time, and collectively, the “Combined Plan and Disclosure Statement”). Capitalized terms used in the Combined Plan and Disclosure Statement and not otherwise defined have the meanings ascribed to such terms in Section 3.

Prepetition, the Debtor operated as a wholesale product distribution company across six different major categories: (1) seasonal home & hardware; (2) farm products; (3) lawn & garden; (4) bird food & supplies; (5) pet food & supplies; and (6) animal health needs. The Debtor also licensed the right for dealers to utilize the “Agway” brand and produced revenue from freight costs. With its headquarters in Richmond, Virginia and two warehouses and distribution centers in Cloverdale, Virginia and Westfield, Massachusetts, the Debtor distributed products to a broad network of independent retail stores along the east coast, including Maine, New Hampshire, Vermont, Massachusetts, Maryland, New York, Delaware, Rhode Island, New Jersey, Connecticut, Pennsylvania, Kentucky, West Virginia, Virginia, North Carolina, South Carolina, Georgia, and Ohio. The Debtor’s goals in the chapter 11 case have been to sell substantially all of its assets, complete the wind-down of its business, collect on outstanding receivables, address pending claims, including litigation claims, and make distributions to creditors as efficiently as possible through the liquidating Plan. **The Committee, the co-proponent of the Plan with the Debtor, supports the confirmation of the Plan.**

The Plan provides for a Plan Administrator to liquidate, collect, sell, or otherwise dispose of the remaining assets of the Debtor’s bankruptcy estate (the “Estate”) (including, without limitation, certain causes of action), if and to the extent such assets were not previously monetized to Cash or otherwise transferred or disposed of by the Debtor prior to the Effective Date, and then to distribute all net proceeds to creditors generally in accordance with the priority scheme under the Bankruptcy Code, subject to the terms of the Plan. In a Chapter 7 proceeding, absent such consent, the recovery of general unsecured creditors would be diminished.

The Plan Proponents submit that the Combined Plan and Disclosure Statement will be distributed to all holders of Claims and Interests in accordance with section 1125(b) of the Bankruptcy Code; Rules 2002, 3016, and 3017 of the Federal Rules of Bankruptcy Procedure; and the Court’s order conditionally approving the Combined Plan and Disclosure Statement [D.I. [•]]. The Combined Plan and Disclosure Statement and the exhibits hereto include a discussion of: (i) the nature and history of the Debtor’s business and liabilities; (ii) events during the Chapter 11 Case; (iii) the requirements for confirmation of the Plan and procedures for voting to accept or reject the Plan; (iv) additional factors and disclosures to be considered, including risk factors and certain U.S. federal income tax consequences of the Plan; and (v) the terms of the Plan, including the treatment of holders of Claims and Interests under the Plan. The Disclosure Statement was prepared with the intent to provide “adequate information” (as defined in the Bankruptcy Code) to

enable holders of Claims against and Interests in the Debtor to make informed decisions about the Plan.

Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in Section 19.1 of the Combined Plan and Disclosure Statement, the Plan Proponents expressly reserve the right to alter, amend, or modify the Combined Plan and Disclosure Statement, including the Plan Supplement, one or more times, before substantial consummation thereof.

Please read the Combined Plan and Disclosure Statement, the exhibits, other supporting materials, and any appropriate ballot carefully and follow the instructions set forth below and on the appropriate ballot to vote on the Combined Plan and Disclosure Statement. The Plan Proponents believe that the Combined Plan and Disclosure Statement provides the best method of maximizing the recoveries for the holders of Claims against the Debtor. Therefore, the Plan Proponents recommend that all creditors who are entitled to vote should vote in favor of the Combined Plan and Disclosure Statement.

Unless otherwise specified, all section or exhibit references in the Combined Plan and Disclosure Statement are to the respective section in, or exhibit to, the Combined Plan and Disclosure Statement, as the same may be amended, waived, or modified from time to time. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Combined Plan and Disclosure Statement as a whole and not to any particular section, subsection, or clause contained herein. The headings in the Combined Plan and Disclosure Statement are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Any action to be taken by the Plan Proponents collectively as provided for herein requires unanimity between the Plan Proponents. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; and (c) unless otherwise noted above, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply.

SECTION 2

SUMMARY OF CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER PLAN AND IMPORTANT SOLICITATION AND CONFIRMATION DATES AND DEADLINES

2.1 Summary of Classification and Treatment of Claims and Interests.

All Claims against or Interests in the Debtor, other than Administrative Claims and Priority Tax Claims, are classified for purposes of voting and distributions under the Combined Plan and Disclosure Statement. A summary of the classification of these Claims and Interests, the proposed treatment of each Class of Claims or Interests, and the voting status of each Class of Claims or Interests follows.

Class	Treatment	Status	Entitled to Vote?
<p>Unclassified: Administrative Claims, estimated to total approx. \$650,000</p> <p>Estimated Recovery: 100%</p>	<p>Except to the extent that a Holder of an Allowed Administrative Claim agrees to a less favorable treatment, each Holder of an Allowed Administrative Claim, other than a Professional Fee Claim, shall receive from Available Cash, without interest, Cash equal to the Allowed amount of such Claim: (a) on or as soon as practicable after the later of (i) the Effective Date, or (ii) the date upon which the Bankruptcy Court enters a Final Order determining or approving such Claim; (b) in accordance with the terms and conditions of agreements between the Holder of such Claim and the Debtor or the Plan Administrator, as the case may be; (c) with respect to any Administrative Claims representing obligations incurred in the ordinary course of the Debtor's business, upon such regular and customary payment or performance terms as may exist in the ordinary course of the Debtor's business or as otherwise provided in the Plan; or (d) with respect to statutory fees due pursuant to 28 U.S.C. § 1930(a)(6), as and when due under applicable law.</p>	Unimpaired	No
<p>Unclassified: Priority Tax Claims, estimated to total approx. \$5,000 or less</p> <p>Estimated Recovery: 100%</p>	<p>Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in exchange for full and final satisfaction of each Allowed Priority Tax Claim, the Debtor or Plan Administrator, as applicable, shall pay each holder of an Allowed Priority Tax Claim, from Available Cash, the full unpaid amount of such Allowed Priority Tax Claim on the earliest of the following dates: (i) on or as soon as practicable after the Effective Date, (ii) on or as soon as practicable after the date such Allowed Priority Tax Claim becomes an Allowed Claim, and (iii) the date such Allowed Priority Tax Claim is payable under applicable non-bankruptcy law.</p>	Unimpaired	No

Class	Treatment	Status	Entitled to Vote?
<p>Class 1: Priority Non-Tax Claims, estimated to total approx. \$5,000 or less</p> <p>Estimated Recovery: 100%</p>	<p>In exchange for full and final satisfaction of each Allowed Priority Non-Tax Claim, the Debtor or Plan Administrator, as applicable, shall pay, from Available Cash, the Allowed amount of each Priority Non-Tax Claim to each Entity holding a Priority Non-Tax Claim as soon as practicable following the later of: (a) the Effective Date and (b) the date such Priority Non-Tax Claim becomes an Allowed Claim (or as otherwise permitted by law). The Debtor or Plan Administrator, as applicable, shall pay each Entity holding a Priority Non-Tax Claim in Cash in full in respect of such Allowed Claim without interest from the Petition Date; <i>provided however</i>, that such Entity may be treated on such less favorable terms as may be agreed to in writing by such Entity.</p>	Unimpaired	No
<p>Class 2: Other Secured Claims, estimated amount \$0</p> <p>Estimated Recovery: 100%</p>	<p>Except to the extent previously paid in full, to the extent any Other Secured Claims exist, at the option of the Debtor or the Plan Administrator, as applicable, one of the following treatments shall be provided (i) the Holder of such Claim shall retain its Lien on its collateral until such collateral is sold, and the proceeds of such sale, less costs and expenses of disposing of such collateral, shall be paid to such Holder in full satisfaction and release of such Allowed Other Secured Claim; (ii) on or as soon as practicable after the later of (a) the Effective Date, or (b) the date upon which the Bankruptcy Court enters a Final Order determining or allowing such Claim, or as otherwise agreed between the Holder of such Claim and the Debtor or the Plan Administrator, as applicable, the Holder of such Other Secured Claim will receive a Cash payment equal to the amount of its Allowed Other Secured Claim in full satisfaction and release of such Other Secured Claim; or (iii) the collateral securing the Creditor's Other Secured Claim shall be abandoned to such Creditor, in full satisfaction, release, and discharge of such Other Secured Claim.</p>	Unimpaired	No
<p>Class 3: Unsecured Claims, estimated amount \$46 million but expected to be reduced after objections to certain Class 3 Claims</p>	<p>In exchange for full and final satisfaction of each Allowed Unsecured Claim, each Holder of an Allowed Unsecured Claim in Class 3 shall receive a Pro Rata share of Available Cash after the payment of Professional Fee Claims, Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims, Other Secured Claims, and expenses related to the wind-down of the Debtor, as determined by the Plan Administrator.</p>	Impaired	Yes

Class	Treatment	Status	Entitled to Vote?
Estimated Recovery: 6% to 14%			
Class 4: Interests Estimated Recovery: 0%	There shall be no Distribution on account of Class 4 Interests. Upon the Effective Date, all Interests will be deemed cancelled and will cease to exist.	Impaired	No

2.2 Important Dates and Deadlines

Voting Record Date	August 7, 2023
Solicitation of the Plan Completed	Three business days after entry of the Order approving Solicitation Motion
Deadline by which the Debtor must file Claims Objections for Voting Purposes (the “Voting Claims Objection Deadline”)	September 14, 2023
Deadline to file Plan Supplement	September 28, 2023
Deadline for Creditors to Respond to Claims Objections or File 3018(a) Motions	September 28, 2023
Confirmation Objection Deadline	October 5, 2023
Voting Deadline	October 5, 2023
Deadline for Objections to 3018(a) Motions	October 12, 2023
Deadline to file Voting Tabulations Affidavit	October 12, 2023
Deadline to file Confirmation Brief and Proposed Form of Confirmation Order	October 12, 2023
Confirmation Hearing	October 19, 2023

SECTION 3 DEFINED TERMS

As used in the Combined Plan and Disclosure Statement, capitalized terms not otherwise defined have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

3.1 “Administrative Claim” means a Claim for an expense of administration of the Chapter 11 Case arising under Sections 503(b), 507(b), 503(b)(9) or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estate; (b) the value of any goods received by the Debtor within 20 days before

the Petition Date to the extent that goods were sold to the Debtor in the ordinary course of the Debtor's business; (c) Professional Fee Claims; (d) all fees and charges assessed against the Estate under 28 U.S.C. §§ 1911-1930; (e) all obligations designated as Allowed Administrative Claims pursuant to an order of the Bankruptcy Court; (f) administrative claims that were timely filed prior to the Administrative Expense Bar Date; and (g) any Tax Claims incurred by the Debtor after the Petition Date or relating to a tax year or period which occurs after the Petition Date. "Administrative Expense Bar Date" means the date that is forty-five (45) days after the Effective Date, at 5:00 p.m. Eastern time, for a Claimant to file a request for payment of any Administrative Claim (excluding Professional Fee Claims) arising on or after the Petition Date, through and including the Effective Date.

3.3 "Allowed" means, with respect to any Claim, except as otherwise provided herein: (a) a Claim that has been scheduled by the Debtor on the Schedules as other than disputed, contingent, or unliquidated and, as to which, the Debtor, the Plan Administrator or other party in interest has not filed an objection on or before the Claims Objection Deadline; (b) a Claim that is set forth in a timely filed Proof of Claim as to which no objection has been filed and which is not otherwise a Disputed Claim; (c) a Claim that has been allowed by a Final Order; (d) a Claim that is allowed: (i) in any stipulation of amount and nature of Claim executed by the Debtor prior to the Effective Date and approved by the Bankruptcy Court; (ii) in any stipulation of amount and nature of Claim executed by the Plan Administrator on or after the Effective Date; (iii) in any stipulation of amount and nature of any Administrative Claim, Priority Non-Tax Claim, or Priority Tax Claim executed by (y) the Debtor and approved by the Bankruptcy Court, or (z) the Plan Administrator; or (iv) in any contract, instrument, indenture or other agreement entered into or assumed by Debtor in connection with and in accordance with the Plan; (e) a Claim relating to a rejected executory contract or unexpired lease that either (i) is not a Disputed Claim or (ii) has been allowed by a Final Order, in either case only if a Proof of Claim has been timely filed by the Claimant before the applicable rejection Bar Date for such claim or has otherwise been deemed timely filed under applicable law; or (f) a Claim that is allowed pursuant to the terms of the Plan. For the purpose of determining distributions pursuant to the Plan, allowance under subsections (a) and (b) only is applicable once any of the following occur (1) before the Claims Objection Deadline, the Debtor or the Plan Administrator, as applicable, determine not to object to the Claim, (2) the Claims Objection Deadline passes without an objection being filed, or (3) after the Debtor or Plan Administrator timely objects to the Claim, the Claim is allowed as provided in subparagraphs (c), (d) or (e) above. "Allowed Claim" or "Allowed ... Claim" means a Claim that has been Allowed. "Available Cash" means the aggregate amount of all Cash held by the Debtor on the Effective Date which shall be used by the Plan Administrator to fund distributions and payments to Creditors and/or to pay for the expenses of the Estate, subject to the Plan. Available Cash may be used by the Plan Administrator to pay or reserve for all unpaid Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims, Other Secured Claims (including any Disputed Claims until such Claims are resolved), Unsecured Claims, in accordance with the terms of the Plan, and expenses related to the wind-down of the Debtor.

3.6 "Avoidance Actions" means any and all avoidance, recovery, subordination, or other claims, actions, or remedies which any of the Debtor, the Estate, or other appropriate party in interest has asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law.

3.7 “Ballots” mean the ballots upon which the Holders of Impaired Claims shall indicate their acceptance or rejection of the Plan in accordance with the Plan and the Voting Instructions.

3.8 “Bankruptcy Code” means title I of the Bankruptcy Reform Act of 1978, as amended from time to time, as set forth in Sections 101 *et seq.* of title 11 of the United States Code, and applicable portions of titles 18 and 28 of the United States Code.

3.9 “Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Case.

3.10 “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to the Chapter 11 Case, promulgated under 28 U.S.C. § 2075 and the General and Local Rules of the Bankruptcy Court.

3.11 “Bar Date” means, as applicable, the General Claims Bar Date, the Administrative Expense Bar Date, or any other applicable deadline to file Claims referenced in the Plan.

3.12 “Bar Date Order” means the *Order Establishing Bar Dates for Filing Claims and Approving Form and Manner of Notice Thereof* [D.I. 150], which established the General Bar Date and certain other deadlines and procedures.

3.13 “Business Day” means any day, other than a Saturday, Sunday or legal holiday as defined in Bankruptcy Rule 9006(a).

3.14 “Cash” means cash and cash equivalents, including, but not limited to, bank deposits, wire transfers, checks, and readily marketable securities, instruments, and legal tender of the United States of America or instrumentalities thereof.

3.15 “Causes of Action” means all claims, actions, causes of action, choses in action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, remedies, rights of setoff, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and crossclaims, including, without limitation, all claims and any avoidance, preference, recovery, subordination or other actions of the Debtor and/or the Estate against Creditors, insiders, and/or any other Entities under the Bankruptcy Code, based in law or equity, including, without limitation, under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted as of the Effective Date.

3.16 “Chapter 11 Case” means the Chapter 11 case commenced when the Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code on the Petition Date, being administered under Case No. 22-10602 (JKS).

3.17 “Claim” means a claim (as defined in Section 101(5) of the Bankruptcy Code) against the Debtor, including, but not limited to: (a) any right to payment from the Debtor whether or not such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable

remedy for breach of performance if such performance gives rise to a right of payment from the Debtor, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

3.18 “Claimant” means the Holder of a Claim.

3.19 “Claims Agent” means Stretto (the trade name of Bankruptcy Management Solutions, Inc. and its subsidiaries), which was appointed as the Debtor’s claims, noticing, and balloting agent.

3.20 “Claims Objection Deadline” means, with respect to all Claims other than Professional Fee Claims, (a) **180 days after the Effective Date**, or (b) such other period as may be fixed by an order of the Bankruptcy Court for objecting to Claims upon request of the Plan Administrator.

3.21 “Class” means a category of Holders of Claims or Interests, as set forth in Section 9 of the Plan.

3.22 “Combined Plan and Disclosure Statement” means this Plan and Disclosure Statement, as modified and/or amended from time to time.

3.23 “Committee” means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in the Chapter 11 Case, co-proponent of the Combined Plan and Disclosure Statement.

3.24 “Confirmation” means the entry of the Confirmation Order, subject to all conditions specified in Section 17 hereof having been (a) satisfied or (b) waived pursuant to Section 17.

3.25 “Confirmation Date” means the date upon which the Confirmation Order is entered by the Bankruptcy Court on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

3.26 “Confirmation Order” means the order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.

3.27 “Consummation” or “Consummate” means the occurrence of the Effective Date.

3.28 “Contingent Claim” means any Claim for which a Proof of Claim has been filed with the Bankruptcy Court but was not filed in a sum certain and which Claim has not been estimated, fixed, or liquidated by the Bankruptcy Court at a sum certain as of the Effective Date, or a Claim that has accrued but nonetheless remains dependent on the occurrence of a future event that may never occur.

3.29 “Creditor” means any Holder of a Claim against the Debtor as specified in Section 101(10) of the Bankruptcy Code.

3.30 “Debtor” means Agway Farm & Home Supply, LLC, debtor and debtor-in-possession in the Chapter 11 Case.

3.31 “Disallowed Claim” means (i) a Claim, or any portion thereof, that has been disallowed by a Final Order or by other agreement of a Claimant; (ii) a Claim that has been listed in the Schedules at zero or as contingent, disputed, or unliquidated; or (iii) a Claim that has not been listed in the Schedules and as to which no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to the Bankruptcy Code, a Final Order, or other applicable law.

3.32 “Disclosure Statement” means the portion of this Combined Plan and Disclosure Statement that satisfies the disclosure requirements of section 1125 of the Bankruptcy Code.

3.33 “Disputed” means, with respect to any Claim or Interest, any Claim or Interest: (a) listed on the Schedules as unliquidated, disputed, or contingent; or (b) as to which the Debtor, the Plan Administrator, or any other party in interest has interposed a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules or is otherwise disputed by the Debtor or the Plan Administrator in accordance with applicable law, which objection, request for estimation or dispute has not been withdrawn or determined by a Final Order.

3.34 “Disputed Claim” means: (i) any Claim or portion of a Claim as to which an objection to the allowance thereof has been interposed as of any deadline fixed under the Plan or by order of the Bankruptcy Court, which objection has not been withdrawn or determined by Final Order; (ii) any Claim scheduled by the Debtor in the Schedules as disputed, contingent, or unliquidated; or (iii) a Claim that is not listed in the Schedules. To the extent an objection relates to the allowance of only a part of a Claim, such Claim shall be a Disputed Claim only to the extent of the objection.

3.35 “Disputed Claim Reserve” has the meaning set forth in Section 13.7 hereof.

3.36 “Distributions” means the distributions of Cash to be made in accordance with the Plan.

3.37 “Distribution Dates” means collectively the Initial Distribution Date, any Subsequent Distribution(s) Date, and the date of the Final Distribution.

3.38 “Distribution Record Date” means the close of business on the Confirmation Date.

3.39 “Effective Date” means the date selected by the Plan Proponents, which is a Business Day after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect, and (b) all conditions specified in Section 17 hereof have been satisfied, unless waived by the Plan Proponents. Within five (5) business days after the Effective Date, notice of the Effective Date shall be filed with the Bankruptcy Court by the Debtor or Plan Administrator.

3.40 “Entity” means an entity as defined in Section 101(15) of the Bankruptcy Code and, where applicable, the Committee.

3.41 “Estate” means the bankruptcy estate of the Debtor in the Chapter 11 Case created pursuant to Section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Case.

3.42 “Exculpated Parties” has the meaning set forth in Section 16.1 hereof.

3.43 “Final Decree” means the decree contemplated under Bankruptcy Rule 3022.

3.44 “Final Distribution” means the last payment to Holders of Allowed Claims in accordance with the provisions of the Plan.

3.45 “Final Order” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction: (i) that has not been reversed, stayed, modified, or amended; (ii) as to which the time to or the right to appeal or seek reconsideration, review, rehearing, or certiorari has expired or been waived (without regard to whether the time to seek relief from a judgment under Bankruptcy Rule 9024 has expired); and (iii) as to which no appeal or petition for reconsideration, review, rehearing, or certiorari is pending.

3.46 “General Claims Bar Date” means September 19, 2022, at 5:00 p.m. prevailing Eastern Time, which was the general deadline set pursuant to the Bar Date Order for filing proofs of claim for any Claims against the Debtor that arose prior to the Petition Date.

3.47 “Governmental Unit” means the United States; State; Commonwealth, District, Territory, municipality, foreign state, department, agency, or instrumentality of the United States (but not a United States trustee while serving as a trustee in a case under Chapter 11), a State, a Commonwealth, a District, a Territory, a municipality, or a foreign state; or other foreign or domestic government. “Holder” means an entity holding a claim or an interest in any Debtor.

3.49 “Impaired” means with respect to a Claim or Class of Claims, a Claim or Class of Claims that is impaired within the meaning of Section 1124 of the Bankruptcy Code.

3.50 “Indemnified Parties” has the meaning set forth in Section 16.4 hereof.

3.51 “Initial Distribution Date” means the Effective Date, or as soon as practicable thereafter when the initial distribution shall be made to the Holders of Allowed Claims, as determined by the Plan Administrator in its reasonable discretion.

3.52 “Insider” means an insider of the Debtor, as defined in Section 101(31) of the Bankruptcy Code.

3.53 “Insurance Policies” means all insurance policies maintained by the Debtor as of the Petition Date, including but not limited to any and all director and officer insurance policies.

3.54 “Interest” means any equity interest in the Debtor, including, but not limited to, all issued, unissued, authorized, or outstanding shares or stock, whether vested or non-vested, together with any warrants, options, or contract rights to purchase or acquire such interests at any time.

3.55 “Interim Fee Order” means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Professionals* [D.I. 114] entered in the Chapter 11 Case.

3.56 “Lien” means any charge against or interest in property (including, but not limited to, any mortgage, lien, pledge, charge, security interest, encumbrance, or other security device of any kind) to secure payment of a debt or performance of an obligation.

3.57 “Litigation” means the interest of the Estate, the Debtor, or the Plan Administrator, as applicable, in any and all claims, rights, and Causes of Action that have been or may be commenced by the Debtor or the Plan Administrator, as applicable, except to the extent of the Released Parties. Litigation includes, without limitation not otherwise stated herein, any action: (i) to avoid and recover any transfers of property determined to be preferential, fraudulent, or avoidable pursuant to Sections 544, 545, 547, 548, 549(a), and 550 of the Bankruptcy Code; (ii) for the turnover of property to the Debtor or the Plan Administrator, as applicable; (iii) for the recovery of property or payment of money that belongs to or can be asserted by the Debtor or the Plan Administrator, as applicable; (iv) for compensation for damages incurred by the Debtor; and (iv) equitable subordination actions against Creditors.

3.58 “Litigation Recovery” means any Cash or other property received by the Debtor or the Plan Administrator, as applicable, from all or any portion of the Litigation, including, but not limited to, awards of damages, attorneys’ fees and expenses, interest, and punitive damages, whether recovered by way of settlement, execution on judgment, or otherwise. If any Litigation is pursued on a contingent-fee basis, the Litigation Recovery will be net of any contingent fee paid to legal counsel.

3.59 “Person” means any individual, corporation, limited liability company, general partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, Governmental Unit, or other Entity.

3.60 “Petition Date” means July 5, 2022, the date on which the Debtor filed its voluntary petition for relief commencing the Chapter 11 Case.

3.61 “Plan” means the portion of this Combined Plan and Disclosure Statement that constitutes the chapter 11 plan for the Debtor proposed by the Plan Proponents.

3.61 “Plan Administrator” means a person or Entity designated by the Committee in consultation with the Debtor, who will be disclosed prior to the Confirmation Hearing and will have all power and authorities as set forth in Section 11 of the Plan.

3.62 “Plan Administrator Certificate” means a certification filed with the Bankruptcy Court by the Plan Administrator of all distributions having been made under the Plan.

3.63 “Plan Documents” means the Plan, the Disclosure Statement, the Plan Supplement, any plan support letters, or other documents or pleadings filed by the Plan Proponents relating to the Plan.

3.62 “Plan Objection Deadline” means the deadline established by the Bankruptcy Court for filing and serving objections to Confirmation of the Plan.

3.63 “Plan Supplement” means the pleading or pleadings identified in the Plan or Disclosure Statement for filing with the Bankruptcy Court not later than five (5) Business Days prior to the Plan Objection Deadline, which shall include certain exhibits and schedules to the Plan, as well as documents, agreements, and instruments evidencing and effectuating the Plan.

3.64 “Priority Non-Tax Claim” means any Claim, other than an Administrative Claim or a Priority Tax Claim, to the extent entitled to priority under Section 507(a) of the Bankruptcy Code.

3.65 “Post-Effective Date Debtor” means the Debtor, or any successor thereto, after the Effective Date.

3.66 “Priority Tax Claim” means a Claim of a Governmental Unit of the kind specified in Sections 502(i) and 507(a)(8) of the Bankruptcy Code.

3.67 “Pro Rata” means proportionately so that, with respect to a Claim, the ratio of: (a) (i) the amount of property distributed on account of a particular Claim to (ii) the Allowed amount of the Claim, is the same as the ratio of (b) (i) the amount of property distributed on account of all Allowed Claims in the Class or Classes entitled to share in the applicable distribution to (ii) the amount of all Allowed Claims in such Class or Classes.

3.68 “Professional” means an Entity: (a) employed pursuant to a Final Order in accordance with Sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to Sections 327, 328, 329, 330, and 331 of the Bankruptcy Code, or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to Section 503(b)(4) of the Bankruptcy Code.

3.69 “Professional Fee Claim” means those fees and expenses claimed by Professionals pursuant to Sections 330, 331, or 503 of the Bankruptcy Code, and accrued and unpaid as of the Effective Date.

3.70 “Proof of Claim” means a proof of claim filed pursuant to Section 501 of the Bankruptcy Code or any order of the Bankruptcy Court, together with supporting documents.

3.71 “Record Date” has the meaning set forth in Section 19.13 hereof.

3.72 “Rejection Bar Date” means the last date for any Entity whose claims arise out of the Bankruptcy Court approved rejection of an executory contract or unexpired lease to file a proof of claim for damages related to such rejection. The Rejection Bar Date for such Claims will be, (i) with respect to executory contracts and unexpired leases rejected pursuant to a Court order other than the Confirmation Order, the date provided by an order approving the rejection, and, (ii) with respect to executory contracts and unexpired leases rejected pursuant to the Confirmation Order, the date that is thirty (30) days after the Effective Date.

3.73 “Remnant Assets” means any and all remaining property of the Debtor, consisting of known or unknown assets or claims which have not been previously sold, assigned, transferred or liquidated.

3.74 “Schedules” means the schedules of assets and liabilities and statement of financial affairs filed by the Debtor on August 9, 2022 at D.I. 130 and 131 pursuant to Section 521 of the Bankruptcy Code, the Official Bankruptcy Forms, and the Bankruptcy Rules, as they may be amended and supplemented from time to time.

3.75 “Secured Claim” means any Claim that is secured in whole or part, as of the Petition Date, by: (i) a Lien which is valid, perfected, and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law, or (ii) a right of setoff that is valid under Section 553 of the Bankruptcy Code, to the extent of the value of such Lien or right of setoff as determined under Sections 506(a) or 1129(b) of the Bankruptcy Code, as applicable.

3.76 “Subsequent Distribution Date” means any date after the Initial Distribution Date upon which the Plan Administrator makes a distribution to any Holders of Allowed Administrative, Secured, Priority, or Unsecured Claims.

3.77 “Tax” means any tax, charge, fee, levy, impost, or other assessment by any federal, state, local, or foreign taxing authority, including, without limitation, income, excise, property, sales, transfer, employment, payroll, franchise, profits, license, use, *ad valorem*, estimated, severance, stamp, occupation, and withholding tax. “Tax” shall include any interest or additions attributable to, imposed on, or with respect to such assessments.

3.78 “Tax Claim” means all or that portion of an Allowed Claim held by a Governmental Unit for a Tax assessed or assessable against the Debtor.

3.79 “Unimpaired Claim” means an unimpaired Claim within the meaning of Section 1124 of the Bankruptcy Code.

3.80 “Unsecured Claim” means any Claim against the Debtor or Estate that is not an Administrative Claim, a Priority Tax Claim, a Priority Non-Tax Claim or an Other Secured Claim.

3.81 “U. S. Trustee” means the Office of the United States Trustee for the District of Delaware.

3.82 “Voting Instructions” means the instructions for voting on the Plan contained on the Ballots.

3.83 “Voting Record Date” means the date as of which the identity of Holders of Claims is set for purposes of determining the Entities entitled to receive and vote on the Plan.

SECTION 4 BACKGROUND

4.1 General Background.

(a) Debtor’s Prepetition Business and Operations.

Prepetition, the Debtor operated as a wholesale product distribution company across six different major categories: (1) seasonal home & hardware; (2) farm products; (3) lawn & garden; (4) bird food & supplies; (5) pet food & supplies; and (6) animal health needs. The Debtor also licensed the right for dealers to utilize the “Agway” brand and produces revenue from freight costs. With its headquarters in Richmond, Virginia and two warehouses and distribution centers in Cloverdale, Virginia and Westfield, Massachusetts, the Debtor distributed products to a broad

network of independent retail stores along the east coast, including Maine, New Hampshire, Vermont, Massachusetts, Maryland, New York, Delaware, Rhode Island, New Jersey, Connecticut, Pennsylvania, Kentucky, West Virginia, Virginia, North Carolina, South Carolina, Georgia, and Ohio. The Debtor also licensed the right for dealers to utilize the “Agway” brand and produced revenue from freight costs.

At one point, the Debtor sold more than fifteen thousand (15,000) distinctive stock keeping units or “SKUs” with varying levels of perishability. For example, the Debtor sold both bird seed and grass seed. While bird seed itself does not have an expiration date, heat and humidity invite pests and mold that spoil the product. In regard to grass seed, there is an applicable expiration date that is subject to further testing. The Debtor classified each of its products, or SKUs, into one of: Class A, B, C, or D based upon the “liquidity” of the product or how quickly the product sells. Class A products are the most liquid while Class D products are the least liquid. The Debtor maintained a website that provides a portal for both dealers and vendors to transact business with the Debtor. The Debtor’s goal in the Chapter 11 Case have been to attempt the sale of substantially all of the Debtor’s assets, including the “Agway” brand, collect on outstanding receivables, address pending claims, including litigation claims, and make distributions to creditors as efficiently as possible through a liquidating plan.

(b) Corporate and Capital Structure and Prepetition Indebtedness.

The Debtor is owned by non-Debtor Agway Holdings, LLC, as set forth on the corporate organizational chart attached hereto as **Exhibit A**. The original Agway Cooperative was formed in 1964. The original Agway Cooperative sold or closed all of its retail outlets and sold its warehouse system to and the “Agway” brand name to Southern States Cooperative (“Southern States”). On or about December 18, 2020, Southern States entered into a royalty-free, non-exclusive, non-assignable license agreement with the Debtor, allowing the Debtor to use certain trademarks owned by Southern States and sub-license those rights to existing dealers and other approved retailers for certain purposes described in and pursuant to the terms of the agreement (the “Southern States License Agreement”).

As of the Petition Date, the Debtor had secured debt obligations owed to CIT Bank N.A. and CCA Financial, LLC for various equipment financing. The debt owed to CCA Financial, LLC is secured by handheld barcode scanners located at the Debtor’s Cloverdale, Virginia warehouse.

Prior to the Petition Date, the Debtor had a line of credit in the amount of approximately \$20,000,000 with Gibraltar Business Capital (“Gibraltar”). In January 2022, Gibraltar served the Debtor with a notice of default. After the notice of default, and before the Petition Date, the Debtor paid off its balance with Gibraltar. As a result, the Debtor’s secured debt obligation to Gibraltar was extinguished.

In addition to the equipment financing described above, the Schedules estimated that the Debtor owes approximately \$28 million in other prepetition unsecured claims.

(c) Debtor's Remaining Operations.

Following the various sales of its assets, the Debtor focused principally on efficiently winding down its businesses, preserving Cash held in the Estate, and monetizing its remaining Assets. The remaining Assets include, among other things, Cash, certain deposits, prepayments, credits and refunds, insurance policies or rights to proceeds thereof, and certain Causes of Action.

This Combined Plan and Disclosure Statement provides for the Assets, to the extent not already liquidated, to be liquidated over time and the proceeds thereof to be distributed to Holders of Allowed Claims in accordance with the terms of the Plan and the treatment of Allowed Claims described more fully herein. The Plan Administrator will effect such liquidation and distributions. The Post-Effective Date Debtor will be dissolved as soon as practicable after the Effective Date.

4.2 Events Leading to Chapter 11 Filing.

In November 2020, the Debtor entered into an agreement with RSM, LLC (“RSM”) to provide technology conversion services whereby the Debtor would migrate from Southern State’s internal systems to their own internal systems (the “System”). Per the terms of the agreement, conversion to the System was to begin in January 2021 with a deadline of July 2021 for the System to be fully implemented and integrated. Through no fault of the Debtor, implementation of the System did not begin until September 2021. Due to the delay, the Debtor was unable to timely reconcile payments from customers in order to timely pay the Debtor’s vendors, which caused irreparable damage to the Debtor.

As set forth above, in January 2022, the Debtor was sent the notice of default from Gibraltar. As a result of the default, Gibraltar refused to advance funds under its agreement with the Debtor and as such, the Debtor was unable to purchase additional inventory and eventually had no choice but to satisfy the secured loan with Gibraltar.

Due to the cumulative effect of the events outlined above, in March 2022, the Debtor initiated a wind-down plan in which the Debtor: (1) laid off about one-half of the Debtor’s employees; (2) transitioned some employees to stay onboard on an hourly, as-needed basis; and (3) offered a retention bonus to certain critical employees to incentivize them to stay. The Debtor also engaged in negotiations with several strategic targets with varying interests in the intellectual property, fixed assets and inventory of the Debtor.

Ultimately, the Debtor determined that seeking relief via a chapter 11 filing was the proper course of action to maximize value for all creditors. Thus, on July 5, 2022, the Debtor commenced this Chapter 11 Case to move forward with an orderly sale of the Debtor’s assets and wind-down of the Debtor’s business.

SECTION 5 THE CHAPTER 11 CASE

The following is a brief description of certain material events that have occurred during the Chapter 11 Case.

5.1 First Day Relief.

In order to facilitate the Chapter 11 Case, minimize disruption to the Debtor's affairs, and preserve the value of the Estate, the Debtor filed motions with the Bankruptcy Court on or shortly after the Petition Date seeking certain relief, including authority to honor and pay certain prepetition workforce compensation and expenses and other related obligations, subject to certain caps, which was granted pursuant to an order entered on July 7, 2022 [D.I. 34], and the appointment of Stretto as the claims and noticing agent in the Chapter 11 Case pursuant to an order entered on the same date [D.I. 27]. The Debtor also filed motions seeking authorization to use existing cash management systems [D.I. 4], pay shippers and warehousemen [D.I. 6], assumption of existing insurance policies [D.I. 7], and establish *de minimis* asset sale procedures [D.I. 9].

5.2 Debtor's Retention of Professionals and Personnel.

The Debtor filed applications or motions, as applicable, to employ certain professionals in the Chapter 11 Case, including Shulman Bastian Friedman & Bui LLP as bankruptcy counsel and Morris James LLP as Delaware counsel (that were approved by the Court pursuant to an order entered on August 3, 2022 [D.I. 111 and D.I. 112]), and to retain and employ ABC Services Group, Inc., a restructuring advisory firm, to provide Charles Klaus as the Debtor's Chief Liquidating Officer and additional personnel, as of the Petition Date (approved by the Court pursuant to an order entered on August 19, 2022 [D.I. 148]).

The Debtor also filed a motion for approval of interim compensation and reimbursement procedures for professionals and Committee members [D.I. 54], which was granted by the Court pursuant to an order entered on October 21, 2021 [D.I. 114].

5.3 Formation of the Committee; Retention of Professionals.

On or about July 18, 2022, the U.S. Trustee formed the Committee, comprised of The Scotts Company, LLC; Animal Health International, Inc.; Wildlife Sciences, L.L.C., Capital Forrest Products, Gallagher North America, Inc., Hub Group, Inc. and American Wood Fibers, Inc. *See* [D.I. 63]. On or about November 9, 2022, the U.S. Trustee filed an amended notice of appointment that noted the resignation of Gallagher North America, Inc. from the Committee. *See* [D.I. 324]. The Committee retained Pachulski Stang Ziehl & Jones LLP as counsel to the Committee (approved by the Court pursuant to an order entered on September 9, 2022 [D.I. 205]), and FTI Consulting, Inc. as its financial advisor pursuant to an order entered on September 15, 2022 [D.I. 195].

Since the Committee's formation, it worked closely with the Debtor on the liquidation of the Debtor's inventory and the sale of the Debtor's assets. The Committee aided in the efforts to sell the Debtor's intellectual property in addition to the Debtor's remaining inventory. The Committee is in process of investigating potential causes of action that may be brought on the Estate's behalf. The Committee prepared this Plan and worked cooperatively with the Debtor to finalize it for submission to the Court and solicitation by the Estate's creditors.

5.4 Debtor's Schedules and Statement of Financial Affairs.

On August 9, 2022, the Debtor filed with the Court its Schedules, listing, among other things, approximately \$21.2 million in assets, and approximately \$29.3 million in general unsecured claims, subject to various qualifications and assumptions.

5.5 Claims Bar Dates.

On August 19, 2022, the Court entered an order [D.I. 150] setting September 19, 2022, as the general claims bar date (including requests for payment pursuant to section 503(b)(9) of the Bankruptcy Code) for the filing of proofs of claim and December 31, 2022, as the claims bar date for governmental units.

5.6 Debtor's Plan Exclusivity.

Upon the Debtor's motion, on November 2, 2022, the Bankruptcy Court entered an initial order [D.I. 346] extending the Debtor's exclusive period to file a plan through January 31, 2023, and solicit a plan through April 1, 2023. Additional motions to further extend the Debtor's exclusivity to file and seek solicitation of a plan were filed by the Debtor and the current exclusivity deadline is August 7, 2023 [D.I. 699].

5.7 Liquidation of the Debtor's Inventory and Sale of Debtor's Assets.

On August 31, 2022, the Debtor, after consultation with the Committee, entered into an asset purchase agreement with True Value Company, L.L.C. ("TV") by and through which TV agreed to purchase the Debtor's intellectual property and certain equipment, on an "as is-where is" basis in exchange for a total of \$725,000, subject to higher and better bids and court approval. On August 31, 2022, the Debtor, after consultation with the Committee entered into an asset purchase agreement with Florida Hardware LLC ("FL Hardware"), by and through which FL Hardware agreed to purchase certain of the Debtor's inventory on an "as is-where is" basis for approximately \$1 million.

On September 22, 2022, the Court entered the *Order (A) Approving Bidding Procedures and Protections in Connection with Certain of the Debtor's Assets Free and Clear of Liens, Claims, Encumbrances, and Interests; (B) Scheduling an Auction and Sale Hearing; (C) Approving the Form and Manner of Notice Thereof; and (D) Granting Related Relief* [D.I. 221] (the "Bid Procedures Order"). The Bidding Procedures Order approved certain bidding procedures (the "Bidding Procedures") in connection with the sale of the Debtor's assets and approved TV and FL Hardware as stalking horse bidders, and each was entitled to certain stalking horse bid protections, including a break-up fee of 3% of the consideration to be received under the relevant sale agreement. No overbids were received and the sales to TV and FL Hardware closed in accordance with their respective asset purchase agreements. In connection with the Debtor's sales efforts the Committee retained Hilco Streambank as Intellectual Property Marketing Agent. The sale of the Debtor's intellectual property to TV related solely to the "Agway" brand, and did not include any of the trademarks related to the "Southern States" brand that the Debtor licensed from Southern States and sub-licensed to its dealers and retailers under the Southern States License Agreement.

On October 4, 2022, the Debtor received an offer to purchase the Debtor's furniture, fixtures and equipment ("FF&E") located at the Debtor's Cloverdale and Westfield Locations on an "as is-where is" basis from Myron Bowling Auctioneers, Inc. ("Myron Bowling"). Additionally, Myron Bowling agreed to act as the Debtor's agent to conduct a commercially reasonable sale of the Debtor's remnant inventory located at the Debtor's Cloverdale and Westfield Locations, in exchange for which Myron Bowling agreed to take no commission or expenses, but it would charge and retain a premium collected from buyers on top of the sale price. On October 7, 2022, the Debtor filed an *Expedited Motion to Designate Stalking Horse Purchaser, Approve Stalking Horse Purchase Agreement, and Provide Bid Protections for Remaining Assets* [D.I. 248], by and through which, among other things, the Debtor sought approval of Myron Bowling as the stalking horse for the sale of the FF&E, and for approval of a break-up fee. The Debtor later received an additional bid from Liquid Asset Partners, LLC ("Liquid AP") to purchase the Debtor's FF&E on an "as is where is" basis. Pursuant to the Bidding Procedures, on October 12, 2022, the Debtor conducted an auction for the sale of the FF&E. Following a robust auction, Myron Bowling was selected as the winning bidder for cash consideration of \$545,550 and agreement to vacate the Debtor's facility by December 31, 2022. On December 6 and 7, 2022, Myron Bowling conducted an auction of the Debtor's remnant inventory which generated over \$566,000 in net proceeds for the Estate.

SECTION 6 CONFIRMATION AND VOTING PROCEDURES

6.1 Confirmation Hearing.

On August 29, 2023, the Court entered an order conditionally approving the Combined Plan and Disclosure Statement (the "Conditional Approval and Procedures Order") for solicitation purposes only and authorizing the Debtor to solicit the Combined Plan and Disclosure Statement. The Confirmation Hearing has been scheduled for **October 19, 2023, at 3:00 p.m. (prevailing Eastern Time)** to consider (a) final approval of the Combined Plan and Disclosure Statement as providing adequate information pursuant to section 1125 of the Bankruptcy Code and (b) confirmation of the Combined Plan and Disclosure Statement pursuant to section 1129 of the Bankruptcy Code. The Confirmation Hearing may be adjourned from time to time by the Plan Proponents without further notice, except for an announcement of the adjourned date made at the Confirmation Hearing or by filing a notice with the Court.

6.2 Procedures for Objections.

Any objection to final approval of the Combined Plan and Disclosure Statement as providing adequate information pursuant to section 1125 of the Bankruptcy Code and/or confirmation of the Combined Plan and Disclosure Statement must be made in writing and filed with the Court by no later than **October 5, 2023, at 4:00 p.m. (prevailing Eastern Time)** and be served in accordance with the local rules of the Court on the following parties: (1) the Debtor's counsel, to Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801 Attn: Jeffrey Waxman, jwaxman@morrisjames.com and Shulman Bastian Friedman & Bui LLP, 100 Spectrum Center Drive; Suite 600 Irvine, CA 92618 Attn: Alan Friedman and Melissa Lowe, afriedman@shulmanbastian.com and mlowe@shulmanbastian.com; (2) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Building, 844 King Street, Suite 2207,

Lockbox 35, Wilmington, Delaware 19801 (Attn: Schepacarter, Richard Schepacarter), Richard.Schepacarter@usdoj.gov; and (3) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, Attn: Bradford Sandler, bsandler@pszjlaw.com, Colin Robinson, crobinson@pszjlaw.com and Paul J. Labov, plabov@pszjlaw.com. **Unless an objection is timely filed and served, it may not be considered by the Court at the Confirmation Hearing.**

6.3 Requirements for Confirmation.

The Court will confirm the Combined Plan and Disclosure Statement only if it meets all the applicable requirements of section 1129 of the Bankruptcy Code. Among the requirements for confirmation in the Chapter 11 Case is that the Combined Plan and Disclosure Statement be: (i) accepted by all Impaired Classes of Claims and Interests or, if rejected by an Impaired Class, that the Combined Plan and Disclosure Statement “does not discriminate unfairly” against, and is “fair and equitable” with respect to, such Class; and (ii) feasible. The Court must also find that:

- a. the Combined Plan and Disclosure Statement has classified Claims and Interests in a permissible manner;
- b. the Combined Plan and Disclosure Statement complies with the technical requirements of Chapter 11 of the Bankruptcy Code; and
- c. the Combined Plan and Disclosure Statement has been proposed in good faith.

The Plan Proponents believe that the Combined Plan and Disclosure Statement complies, or will comply, with all such requirements.

6.4 Classification of Claims and Interests.

Section 1123 of the Bankruptcy Code provides that a plan must classify the claims and interests of a debtor’s creditors and equity interest holders. In accordance with section 1123 of the Bankruptcy Code, the Combined Plan and Disclosure Statement divides Claims and Interests into Classes and sets forth the treatment for each Class (other than those claims which pursuant to section 1123(a)(1) of the Bankruptcy Code need not be and have not been classified).

Section 1122 of the Bankruptcy Code requires the Combined Plan and Disclosure Statement to place a Claim or Interest in a particular Class only if such Claim or Interest is substantially similar to the other Claims or Interests in such class. The Combined Plan and Disclosure Statement creates separate Classes to deal respectively with Priority Non-Tax Claims, various Secured Claims, Unsecured Claims, and Interests. The Plan Proponents believe that the Combined Plan and Disclosure Statement’s classifications place substantially similar Claims or Interests in the same Class and, thus, meet the requirements of section 1122 of the Bankruptcy Code.

The Bankruptcy Code also requires that a plan provide the same treatment for each claim or interest of a particular class unless the claim holder or interest holder agrees to a less favorable treatment of its claim or interest. The Plan Proponents believe that the Combined Plan and Disclosure Statement complies with such standard. If the Court finds otherwise, however, it could deny confirmation of the Combined Plan and Disclosure Statement if the holders of Claims or

Interests affected do not consent to the treatment afforded them under the Combined Plan and Disclosure Statement.

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim also is placed in a particular Class for the purpose of receiving distributions pursuant to the Combined Plan and Disclosure Statement only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled prior to the Effective Date.

The Plan Proponents believe that the Combined Plan and Disclosure Statement has classified all Claims and Interests in compliance with the provisions of section 1122 of the Bankruptcy Code and applicable case law. It is possible that a holder of a Claim or Interest may challenge the Plan Proponents' classification of Claims or Interests and that the Court may find that a different classification is required for the Combined Plan and Disclosure Statement to be confirmed. If such a situation develops, the Plan Proponents intend, in accordance with the terms of the Combined Plan and Disclosure Statement, to make such permissible modifications to the Combined Plan and Disclosure Statement as may be necessary to permit its confirmation. Any such reclassification could adversely affect holders of Claims by changing the composition of one or more Classes and the vote required of such Class or Classes for approval of the Combined Plan and Disclosure Statement.

EXCEPT AS SET FORTH IN THE COMBINED PLAN AND DISCLOSURE STATEMENT, UNLESS SUCH MODIFICATION OF CLASSIFICATION MATERIALLY ADVERSELY AFFECTS THE TREATMENT OF A HOLDER OF A CLAIM AND REQUIRES RE-SOLICITATION, ACCEPTANCE OF THE COMBINED PLAN AND DISCLOSURE STATEMENT BY ANY HOLDER OF A CLAIM PURSUANT TO THIS SOLICITATION WILL BE DEEMED TO BE A CONSENT TO THE COMBINED PLAN AND DISCLOSURE STATEMENT'S TREATMENT OF SUCH HOLDER OF A CLAIM REGARDLESS OF THE CLASS AS TO WHICH SUCH HOLDER ULTIMATELY IS DEEMED TO BE A MEMBER.

The amount of any Impaired Claim that ultimately is Allowed by the Court may vary from any estimated Allowed amount of such Claim and, accordingly, the total Claims that are ultimately Allowed by the Court with respect to each Impaired Class of Claims may also vary from any estimates contained herein with respect to the aggregate Claims in any Impaired Class. Thus, the actual recovery ultimately received by a particular holder of an Allowed Claim may be adversely or favorably affected by the aggregate amount of Claims Allowed in the applicable Class. Additionally, any changes to any of the assumptions underlying the estimated Allowed amounts could result in material adjustments to recovery estimates provided herein or the actual Distribution received by creditors. The projected recoveries are based on information available to the Plan Proponents as of the date hereof and reflect the Plan Proponents' views as of the date hereof only.

The classification of Claims and Interests and the nature of distributions to members of each Class are summarized herein. The Plan Proponents believe that the consideration, if any,

provided under the Combined Plan and Disclosure Statement to holders of Allowed Claims reflects an appropriate resolution of their Allowed Claims taking into account the differing nature and priority of such Claims and Interests. The Court must find, however, that a number of statutory tests are met before it may confirm the Combined Plan and Disclosure Statement. Many of these tests are designed to protect the interests of holders of Claims or Interests who are not entitled to vote on the Combined Plan and Disclosure Statement, or do not vote to accept the Combined Plan and Disclosure Statement, but who will be bound by the provisions of the Combined Plan and Disclosure Statement if it is confirmed by the Court.

6.5 Impaired Claims or Interests.

Pursuant to section 1126 of the Bankruptcy Code, only the holders of Claims in Classes Impaired by the Combined Plan and Disclosure Statement and receiving a payment or Distribution under the Combined Plan and Disclosure Statement may vote to accept or reject the Combined Plan and Disclosure Statement. Pursuant to section 1124 of the Bankruptcy Code, a Class of Claims may be Impaired if the Combined Plan and Disclosure Statement alters the legal, equitable, or contractual rights of the holders of such Claims or Interests treated in such Class. The holders of Claims not Impaired by the Combined Plan and Disclosure Statement are deemed to accept the Combined Plan and Disclosure Statement and do not have the right to vote on the Combined Plan and Disclosure Statement. The holders of Claims or Interests in any Class which will not receive any payment or Distribution or retain any property pursuant to the Combined Plan and Disclosure Statement are deemed to reject the Combined Plan and Disclosure Statement and do not have the right to vote. Finally, the holders of Claims or Interests whose Claims or Interests are not classified under the Combined Plan and Disclosure Statement are not entitled to vote on the Combined Plan and Disclosure Statement.

Under the Combined Plan and Disclosure Statement, Holders of Claims in Class 1 (Priority Non-Tax Claims) and Class 2 (Other Secured Claims) are Unimpaired and, therefore, not entitled to vote on the Combined Plan and Disclosure Statement and are deemed to accept the Combined Plan and Disclosure Statement. Holders of Claims in Class 3 (Unsecured Claims) are Impaired and entitled to vote on the Plan. Holders of Interests in Class 4 will not receive any payment or Distribution or retain any property pursuant to the Combined Plan and Disclosure Statement and, therefore, are deemed to reject the Combined Plan and Disclosure Statement and do not have the right to vote.

ACCORDINGLY, A BALLOT FOR ACCEPTANCE OR REJECTION OF THE COMBINED PLAN AND DISCLOSURE STATEMENT IS BEING PROVIDED ONLY TO HOLDERS OF CLAIMS IN CLASS 3.

6.6 Confirmation Without Necessary Acceptances; Cramdown.

In the event that any impaired class of claims or interests does not accept a plan, a debtor nevertheless may move for confirmation of the plan. A plan may be confirmed, even if it is not accepted by all impaired classes, if the plan has been accepted by at least one impaired class of claims, determined without including any acceptance of the plan by any insider holding a claim in that class, and the plan meets the “cramdown” requirements set forth in section 1129(b) of the Bankruptcy Code. Section 1129(b) of the Bankruptcy Code requires that a court find that a plan

(a) “does not discriminate unfairly” and (b) is “fair and equitable,” with respect to each non-accepting impaired class of claims or interests. Here, because holders of Interests in Class 4 are deemed to reject the Combined Plan and Disclosure Statement, the Plan Proponents will seek confirmation of the Combined Plan and Disclosure Statement from the Court by satisfying the “cramdown” requirements set forth in section 1129(b) of the Bankruptcy Code. The Plan Proponents believe that such requirements are satisfied, as no holder of a Claim or Interest junior to those in Class 4 is entitled to receive any property under the Combined Plan and Disclosure Statement.

The concept of “unfair discrimination” is not defined in the Bankruptcy Code but has been suggested in recent case law to arise when a difference in a plan’s treatment of two classes of equal priority results in a materially lower percentage recovery for the non-accepting class. Based upon their understanding of existing case law, the Plan Proponents do not believe that the Plan unfairly discriminates against any Class of Claims.

The Bankruptcy Code provides a nonexclusive definition of the phrase “fair and equitable.” To determine whether a plan is “fair and equitable,” the Bankruptcy Code establishes “cramdown” tests for secured creditors, unsecured creditors, and equity holders, as follows:

- a. Secured Creditors. Either (i) each impaired secured creditor retains its liens securing its secured claim and receives on account of its secured claim deferred Cash payments having a present value equal to the amount of its allowed secured claim, (ii) each impaired secured creditor realizes the “indubitable equivalent” of its allowed secured claim or (iii) the property securing the claim is sold free and clear of liens with such liens to attach to the proceeds of the sale and the treatment of such liens on proceeds to be as provided in clause (i) or (ii) above.
- b. Unsecured Creditors. Either (i) each impaired unsecured creditor receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.
- c. Interests. Either (i) each holder of an equity interest will receive or retain under the plan property of a value equal to the greatest of the fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled or the value of the interest or (ii) the holder of an interest that is junior to the nonaccepting class will not receive or retain any property under the plan.

As discussed above, the Plan Proponents believe that the distributions provided under the Combined Plan and Disclosure Statement satisfy the absolute priority rule, where required.

6.7 Feasibility.

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan not be likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor (unless such liquidation or reorganization is proposed in the Combined Plan and Disclosure Statement). Because the Combined Plan and Disclosure Statement proposes a liquidation of all of the Debtor’s assets, for purposes of this test, the Plan Proponents

have analyzed the ability of the Plan Administrator to meet its obligations under the Combined Plan and Disclosure Statement. Based on the Plan Proponents' analysis, the Plan Administrator will have sufficient assets to accomplish its tasks and satisfy its obligations under the Combined Plan and Disclosure Statement. Therefore, the Plan Proponents believe that the liquidation pursuant to the Combined Plan and Disclosure Statement will meet the feasibility requirements of the Bankruptcy Code.

6.8 Best Interests Test and Liquidation Analysis.

Even if a plan is accepted by the holders of each class of claims and interests, the Bankruptcy Code requires the Court to determine that such plan is in the best interests of all holders of claims or interests that are impaired by that plan and that have not accepted the plan. The "best interests" test, as set forth in section 1129(a)(7) of the Bankruptcy Code, requires a court to find either that all members of an impaired class of claims or interests have accepted the plan or that the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

To calculate the probable distribution to holders of each impaired class of claims and interests if the debtor was liquidated under chapter 7, a court must first determine the aggregate dollar amount that would be generated from a debtor's assets if its chapter 11 cases were converted to cases under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the present value of the distributions from the proceeds of a liquidation of the debtor's unencumbered assets and properties, after subtracting the amounts attributable to the costs, expenses, and administrative claims associated with a chapter 7 liquidation, must be compared with the value offered to such impaired classes under the plan. If the hypothetical liquidation distribution to holders of claims or interests in any impaired class is greater than the distributions to be received by such parties under the plan, then such plan is not in the best interests of the holders of claims or interests in such impaired class.

The Plan Proponents, with the assistance of their advisors, have prepared a liquidation analysis that summarizes the Plan Proponents' best estimate of recoveries by holders of Claims if the Chapter 11 Case were converted to a case under chapter 7 (the "Liquidation Analysis"), which is attached hereto as **Exhibit B**. In this case, the Debtor has sold, monetized and/or otherwise disposed of substantially all of its assets other than certain accounts receivable, which accounts receivable will be collected, liquidated or otherwise dealt with by the Debtor or the Plan Administrator (as applicable). Further, the remaining Available Cash and the net proceeds from some or all Causes of Action will be made available to general unsecured creditors. Based upon the Plan Proponents' current projections, Holders of Allowed Administrative, Priority Tax Claims and Non-Tax Priority Claims, and Other Secured Claims will be paid in full under the Plan, while Holders of Allowed Unsecured Claims will receive a projected distribution of approximately 6% to 14% (based on various assumptions). See **Exhibit B** (Liquidation Analysis) attached hereto.

Because the Plan is a liquidating plan, the "liquidation value" in the hypothetical chapter 7 liquidation analysis for purposes of the "best interests" test is substantially similar to the estimates of the results of the Chapter 11 liquidation contemplated by the Plan. However, the Plan

Proponents believe that in a Chapter 7 liquidation, there would be additional costs and expenses that the Estate would incur as a result of liquidating the Estate in a Chapter 7 case.

The costs of liquidation under Chapter 7 of the Bankruptcy Code would include the compensation of a trustee, as well as the costs of counsel and other professionals retained by the trustee. The Plan Proponents believe such costs would exceed the amount of expenses that would be incurred in implementing the Combined Plan and Disclosure Statement and winding up the affairs of the Debtor. Conversion also would likely delay the liquidation process and ultimate distribution to creditors. The Estate would also be obligated to pay all unpaid expenses incurred by the Debtor during the Chapter 11 Case (such as compensation for professionals) that are allowed in the Chapter 7 case. Ultimately, a conversion to chapter 7 would serve only to reduce the recovery to Allowed General Unsecured Claims due to the increase in Administrative Claims and Priority Claims.

Accordingly, based upon the foregoing and **Exhibit B** (Liquidation Analysis) attached hereto, the Plan Proponents believe that creditors will receive at least as much or more under the Plan than they would receive if the Chapter 11 Case were converted to a Chapter 7 case.

6.9 Eligibility to Vote on the Combined Plan and Disclosure Statement.

Unless otherwise ordered by the Court, only holders of Allowed Claims in Class 3 may vote on the Combined Plan and Disclosure Statement. Further, subject to the tabulation procedures that were approved by the Conditional Approval and Procedures Order, in order to vote on the Combined Plan and Disclosure Statement, you must hold an *Allowed* Claim in Class 3, or be the holder of a Claim that has been temporarily Allowed for voting purposes only pursuant to the approved tabulation procedures or under Bankruptcy Rule 3018(a).

6.10 Solicitation Package / Ballot.

All holders of Allowed Claims in Class 3 will receive a Solicitation Package. The Solicitation Packages will contain: (i) the Combined Plan and Disclosure Statement; (ii) the Conditional Approval Order and Procedures Order; (iii) notice of the Confirmation Hearing; (iv) a form of Ballot, including voting instructions and a pre-addressed return envelope; and (v) such other materials as the Court may direct or approve or that the Plan Proponents deem appropriate.

All other Creditors and parties in interest not entitled to vote on the Combined Plan and Disclosure Statement will receive only a copy of the notice of Confirmation Hearing and, as applicable, a notice of non-voting status.

Copies of the Combined Plan and Disclosure Statement shall be available on the Claims and Balloting Agent's website at <https://cases.stretto.com/Agway/>. Any creditor or party-in-interest can request a hard copy of the Combined Plan and Disclosure Statement be sent to them by regular mail by calling the Claims and Balloting Agent at (855) 524-4552 (U.S. & Canada) during regular business hours.

6.11 Voting Procedures and Voting Deadline.

The Voting Record Date for determining which holders of Claims in Class 3 may vote on the Combined Plan and Disclosure Statement is August 7, 2023.

In order for your Ballot to count, you must (1) complete, date, and properly execute the Ballot and (2) properly deliver the Ballot to the Claims and Balloting Agent by either (a) mailing the Ballot to the Claims and Balloting Agent at the following address: Agway Ballot Processing c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (b) uploading the Ballot on the Claims and Balloting Agent's online balloting platform at <https://balloting.stretto.com>.. Instructions for casting a Ballot will be available on the Claims and Balloting Agent's website.

Ballots must be submitted electronically, or the Claims and Balloting Agent must actually receive physical, original Ballots by mail or overnight delivery, on or before the Voting Deadline, which is **October 5, 2023 at 4:00 p.m. (prevailing Eastern Time)**. Subject to the tabulation procedures approved by the Conditional Approval and Procedures Order, you may not change your vote once a Ballot is submitted electronically or the Claims and Balloting Agent receives your original paper Ballot. Subject to the tabulation procedures approved by the Conditional Approval and Procedures Order, any Ballot that is timely and properly submitted electronically or received physically will be counted and will be deemed to be cast as an acceptance, rejection or abstention, as the case may be, of the Combined Plan and Disclosure Statement.

IF YOU ARE ENTITLED TO VOTE ON THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU ARE URGED TO COMPLETE, DATE, SIGN, AND PROMPTLY MAIL THE BALLOT YOU RECEIVE. PLEASE BE SURE TO COMPLETE ALL BALLOT ITEMS PROPERLY AND LEGIBLY. IF YOU ARE A HOLDER OF A CLAIM ENTITLED TO VOTE ON THE COMBINED PLAN AND DISCLOSURE STATEMENT AND YOU DID NOT RECEIVE A BALLOT, YOU RECEIVED A DAMAGED BALLOT, OR YOU LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THE COMBINED PLAN AND DISCLOSURE STATEMENT OR PROCEDURES FOR VOTING ON THE COMBINED PLAN AND DISCLOSURE STATEMENT, PLEASE CONTACT THE CLAIMS AND BALLOTING AGENT BY (I) TELEPHONE AT (855) 524-4552 (U.S./CANADA) OR (II) EMAIL AT TEAMAGWAY@STRETTO.COM. THE CLAIMS AND BALLOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

6.12 Acceptance of the Combined Plan and Disclosure Statement.

If you are a holder of a Claim in Class 3, your acceptance of the Combined Plan and Disclosure Statement is important. In order for the Combined Plan and Disclosure Statement to be accepted by an Impaired Class of Claims, a majority in number (*i.e.*, more than half) and two-thirds in dollar amount of the Claims voting (of each Impaired Class of Claims) must vote to accept the Combined Plan and Disclosure Statement. At least one Impaired Class of Creditors, excluding the votes of insiders, must actually vote to accept the Combined Plan and Disclosure Statement. The Plan Proponents urge that you vote to accept the Combined Plan and Disclosure Statement.

SECTION 7

CERTAIN RISK FACTORS, TAX CONSEQUENCES, AND OTHER DISCLOSURES

7.1 Certain Risk Factors to be Considered.

THE COMBINED PLAN AND DISCLOSURE STATEMENT AND ITS IMPLEMENTATION ARE SUBJECT TO CERTAIN RISKS, INCLUDING, BUT NOT LIMITED TO, THE RISK FACTORS SET FORTH BELOW. HOLDERS OF CLAIMS WHO ARE ENTITLED TO VOTE ON THE COMBINED PLAN AND DISCLOSURE STATEMENT SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS, AS WELL AS THE OTHER INFORMATION SET FORTH IN THE COMBINED PLAN AND DISCLOSURE STATEMENT AND THE DOCUMENTS DELIVERED TOGETHER HERewith OR REFERRED TO OR INCORPORATED BY REFERENCE HEREIN, BEFORE DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT. THESE FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE COMBINED PLAN AND DISCLOSURE STATEMENT AND ITS IMPLEMENTATION.

(a) The Combined Plan and Disclosure Statement May Not Be Accepted.

The Plan Proponents can make no assurances that the requisite acceptances of the Combined Plan and Disclosure Statement will be received, and the Plan Proponents may need to obtain acceptances of an alternative plan of liquidation for the Debtor, or otherwise, that may not have the support of the creditors and/or may be required to liquidate the Estate under chapter 7 of the Bankruptcy Code. There can be no assurance that the terms of any such alternative restructuring arrangement or plan would be similar to or as favorable to creditors as those proposed in the Combined Plan and Disclosure Statement.

(b) The Combined Plan and Disclosure Statement May Not Be Confirmed.

Even if the Plan Proponents receive the requisite acceptances, there is no assurance that the Court, which may exercise substantial discretion as a court of equity, will confirm the Combined Plan and Disclosure Statement. Even if the Court determined that the Combined Plan and Disclosure Statement and the balloting procedures and results were appropriate, the Court could still decline to confirm the Combined Plan and Disclosure Statement if it finds that any of the statutory requirements for confirmation had not been met. As is described in greater detail in Section 6.3, section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan. While, as more fully set forth Section 6, the Plan Proponents believe that the Combined Plan and Disclosure Statement complies with or will comply with all such requirements, there can be no guarantee that the Court will agree.

Moreover, there can be no assurance that modifications to the Combined Plan and Disclosure Statement will not be required for Confirmation or that such modifications would not necessitate the re-solicitation of votes. If the Combined Plan and Disclosure Statement is not confirmed, it is unclear what distributions holders of Claims ultimately would receive with respect to their Claims in a subsequent plan of liquidation. If an alternative could not be agreed to, it is possible that the Debtor would have to liquidate its remaining assets in chapter 7, in which case it

is likely that the holders of Allowed Claims would likely receive substantially less favorable treatment than they would receive under the Combined Plan and Disclosure Statement.

(c) Distributions to Holders of Allowed Claims Under the Combined Plan and Disclosure Statement May be Inconsistent with Projections.

Projected Distributions are based upon good faith estimates of the total amount of Claims ultimately Allowed and the funds available for Distribution. There can be no assurance that the estimated Claim amounts set forth in the Combined Plan and Disclosure Statement are correct. These estimated amounts are based on certain assumptions with respect to a variety of factors. Both the actual amount of Allowed Claims in a particular Class and the funds available for distribution to such Class may differ from the Plan Proponents' estimates. If the total amount of Allowed Claims in a Class is higher than the estimates, or the funds available for distribution to such Class are lower than the estimates, the percentage recovery to holders of Allowed Claims in such Class will be less than projected.

(d) Objections to Classification of Claims.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. As is described in greater detail in Section 6.4, the Plan Proponents believe that the classification of Claims and Interests under the Combined Plan and Disclosure Statement complies with the requirements set forth in the Bankruptcy Code. Nevertheless, there can be no assurance the Court will reach the same conclusion.

To the extent that the Court finds that a different classification is required for the Combined Plan and Disclosure Statement to be confirmed, the Plan Proponents would seek to (i) modify the Combined Plan and Disclosure Statement to provide for whatever classification might be required for Confirmation and (ii) use the acceptances received from any holder of Claims pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such holder ultimately is deemed to be a member. Any such reclassification of Claims, although subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such holder was initially a member, or any other Class under the Combined Plan and Disclosure Statement, by changing the composition of such Class and the vote required for approval of the Combined Plan and Disclosure Statement. There can be no assurance that the Court, after finding that a classification was inappropriate and requiring a reclassification, would approve the Combined Plan and Disclosure Statement based upon such reclassification. Except to the extent that modification of classification in the Combined Plan and Disclosure Statement requires re-solicitation, the Plan Proponents will, in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Court that acceptance of the Combined Plan and Disclosure Statement by any holder of Claims pursuant to this solicitation will constitute a consent to the Combined Plan and Disclosure Statement's treatment of such holder, regardless of the Class as to which such holder is ultimately deemed to be a member. The Plan Proponents believe that under the Bankruptcy Rules, they would be required to resolicit votes for or against the Combined Plan and Disclosure Statement only when a modification adversely affects the treatment of the Claim or Interest of any holder.

The Bankruptcy Code also requires that the Combined Plan and Disclosure Statement provide the same treatment for each Claim or Interest of a particular Class unless the holder of a particular Claim or Interest agrees to a less favorable treatment of its Claim or Interest. The Plan Proponents believe that the Combined Plan and Disclosure Statement complies with the requirement of equal treatment. To the extent that the Court finds that the Combined Plan and Disclosure Statement does not satisfy such requirement, the Court could deny confirmation of the Combined Plan and Disclosure Statement. Issues or disputes relating to classification and/or treatment could result in a delay in the confirmation and consummation of the Combined Plan and Disclosure Statement and could increase the risk that the Combined Plan and Disclosure Statement will not be consummated.

(e) Failure to Consummate the Combined Plan and Disclosure Statement.

Although the Plan Proponents believe that the Effective Date will occur and may occur quickly after the Confirmation Date, there can be no assurance as to such timing, or as to whether the Effective Date will, in fact, occur.

(f) The Releases May Not Be Approved.

There can be no assurance that the releases, as provided in Sections 16.2, will be granted. Failure of the Court to grant such relief may result in a plan that differs from the Combined Plan and Disclosure Statement or the Plan not being confirmed.

(g) Reductions to Estimated Creditor Recoveries.

The Allowed amount of Claims in any Class could be greater than projected, which, in turn, could cause the amount of distributions to creditors in such Class to be reduced substantially. The amount of Cash realized from the monetization of the Debtor's remaining assets could be less than anticipated, which could cause the amount of distributions to creditors to be reduced substantially.

7.2 Certain U.S. Federal Income Tax Considerations.

There are a number of material income tax considerations, risks and uncertainties associated with the liquidation described in this Plan. The Plan Proponents do not offer an opinion as to any federal, state, local or other tax consequences to Holders of Claims and Interests as a result of the confirmation of the Plan.

The following discussion is a summary of certain material U.S. federal income tax consequences of the Combined Plan and Disclosure Statement to the Debtor and to certain holders (which solely for purposes of this discussion means the beneficial owner for U.S. federal income tax purposes) of Claims. The following summary does not address the U.S. federal income tax consequences to holders of Claims or Interests not entitled to vote on the Combined Plan and Disclosure Statement. This summary is based on the Internal Revenue Code, Treasury Regulations promulgated and proposed thereunder, judicial decisions, and published administrative rules and pronouncements of the IRS, all as in effect on the date hereof and all of which are subject to change or differing interpretations, possibly with retroactive effect. No legal opinions have been requested or obtained from counsel with respect to any of the tax aspects of the Combined Plan and

Disclosure Statement and no rulings have been or will be requested from the IRS with respect to the any of the issues discussed below. The discussion below is not binding upon the IRS or the courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

This discussion does not purport to address all aspects of U.S. federal income taxation that may be relevant to the Debtor or to certain holders of Claims in light of their individual circumstances, nor does the discussion deal with tax issues with respect to holders of Claims or Interests subject to special treatment under the U.S. federal income tax laws (including, for example, insurance companies; banks or other financial institutions; brokers, dealers, or traders in securities; real estate investment trusts; governmental authorities or agencies; tax-exempt organizations; retirement plans; individual retirement or other tax-deferred accounts; certain expatriates or former long-term residents of the United States; small business investment companies; regulated investment companies; S corporations, partnerships, or other pass-through entities for U.S. federal income tax purposes and their owners; persons whose functional currency is not the U.S. dollar; persons who use a mark-to-market method of accounting; persons required to report income on an applicable financial statement; persons holding Claims or Interests as part of a straddle, hedge, constructive sale, conversion transaction, or other integrated transaction; and persons who are not U.S. Holders (as defined below)). Furthermore, this discussion assumes that a holder of a Claim holds such claim as a “capital asset” within the meaning of Section 1221 of the Internal Revenue Code (generally property held for investment). This discussion does not address any U.S. federal non-income (including estate or gift), state, local, or foreign taxation, alternative minimum tax, or the Medicare tax on certain net investment income.

If a partnership (or other entity or arrangement classified as a partnership for U.S. federal income tax purposes) is a holder of Claims or Interests, the U.S. federal income tax treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. A holder of a Claim or Interest that is a partnership and the partners in such partnership should consult their tax advisors with regard to the U.S. federal income tax consequences of the Combined Plan and Disclosure Statement.

THE FOLLOWING SUMMARY IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM OR INTEREST. EACH HOLDER OF A CLAIM OR INTEREST IS URGED TO CONSULT WITH SUCH HOLDER’S TAX ADVISORS CONCERNING THE U.S. FEDERAL, STATE, LOCAL, FOREIGN, AND OTHER TAX CONSEQUENCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

(a) Tax Consequences to the Debtor.

From January 1, 2023 to July 31, 2023, the Debtor generated a significant loss of approximately \$2.6 million and is expected to continue to incur monthly losses. As such, no income tax obligations are expected to be borne by the Debtor related to the 2023 income tax filings. In addition, the Debtor is not expected to incur any financial obligations pursuant to miscellaneous taxes and tax-related fees that would be considered material, individually and in

aggregate, beyond the date of this Plan filing, in connection with the Plan's confirmation and its effectiveness, based on the knowledge of the Debtor.

(b) Tax Consequences for U.S. Holders of Certain Claims.

Generally, a holder of a Claim should in most, but not all, circumstances recognize gain or loss equal to the difference between the "amount realized" by such holder in exchange for its Claim and such holder's adjusted tax basis in the Claim. The "amount realized" is equal to the sum of the cash and the fair market value of any other consideration received under a plan of reorganization in respect of a holder's Claim. The tax basis of a holder in a Claim will generally be equal to the holder's cost therefor. To the extent applicable, the character of any recognized gain or loss (e.g., ordinary income, or short-term or long-term capital gain or loss) will depend upon the status of the holder, the nature of the Claim in the holder's hands, the purpose and circumstances of its acquisition, the holder's holding period of the Claim, and the extent to which the holder previously claimed a deduction for the worthlessness of all or a portion of the Claim. Generally, if the Claim is a capital asset in the holder's hands, any gain or loss realized will generally be characterized as capital gain or loss, and will constitute long-term capital gain or loss if the holder has held such Claim for more than one year.

A creditor who receives Cash in satisfaction of its Claims may recognize ordinary income or loss to the extent that any portion of such consideration is characterized as accrued interest. A creditor who did not previously include in income accrued but unpaid interest attributable to its Claim, and who receives a distribution on account of its Claim pursuant to the Plan, will be treated as having received interest income to the extent that any consideration received is characterized for U.S. federal income tax purposes as interest, regardless of whether such creditor realizes an overall gain or loss as a result of surrendering its Claim. A creditor who previously included in its income accrued but unpaid interest attributable to its Claim should recognize an ordinary loss to the extent that such accrued but unpaid interest is not satisfied, regardless of whether such creditor realizes an overall gain or loss as a result of the distribution it may receive under the Combined Plan and Disclosure Statement on account of its Claim.

Under the Combined Plan and Disclosure Statement, the holders of certain Claims, including Unsecured Claims in Class 3, will likely receive only a partial distribution of their Allowed Claims. Whether the applicable holder of such Claims will recognize a loss or any other tax treatment will depend upon facts and circumstances that are specific to the nature of the holder and its Claims. Creditors should consult their own tax advisors.

(c) Information Reporting and Withholding.

In connection with the Combined Plan and Disclosure Statement, the Debtor and/or the Plan Administrator will comply with all applicable withholding and information reporting requirements imposed by U.S. federal, state, local, and foreign taxing authorities, and all Distributions under the Combined Plan and Disclosure Statement will be subject to those withholding and information reporting requirements. Holders of Claims may be required to provide certain tax information as a condition to receiving Distributions pursuant to the Combined Plan and Disclosure Statement.

In general, information reporting requirements may apply to Distributions pursuant to the Combined Plan and Disclosure Statement. Additionally, under the backup withholding rules, a holder may be subject to backup withholding with respect to Distributions made pursuant to the Combined Plan and Disclosure Statement, unless a U.S. Holder provides the applicable withholding agent with a taxpayer identification number, certified under penalties of perjury, as well as certain other information, or otherwise establish an exemption from backup withholding. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a credit against a U.S. Holder's U.S. federal income tax liability, if any, and may entitle a U.S. Holder to a refund, provided the required information is timely furnished to the IRS.

In addition, from an information reporting perspective, Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders of Claims or Interests are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Combined Plan and Disclosure Statement would be subject to these regulations and require disclosure on the holder's tax returns.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER OF A CLAIM OR INTEREST IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES. EACH HOLDER OF A CLAIM OR INTEREST IS URGED TO CONSULT WITH SUCH HOLDER'S TAX ADVISORS CONCERNING THE U.S. FEDERAL, STATE, LOCAL, FOREIGN, AND OTHER TAX CONSEQUENCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

7.3 Releases, Exculpations, and Injunctions.

This Combined Plan and Disclosure Statement contains certain releases, exculpations, and injunction language. Parties are urged to read these provisions carefully to understand how Confirmation and consummation of the Plan will affect any Claim, Interest, right, or action with regard to the Debtor.

THE COMBINED PLAN AND DISCLOSURE STATEMENT SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS AGAINST THE DEBTOR TO THE FULLEST EXTENT AUTHORIZED OR PROVIDED UNDER THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE AND ALL OTHER APPLICABLE LAW.

7.4 Alternatives to the Combined Plan and Disclosure Statement.

If the requisite acceptances are not received or the Combined Plan and Disclosure Statement is not confirmed and consummated, the theoretical alternatives to the Combined Plan and Disclosure Statement would be (a) formulation of an alternative chapter 11 plan, (b) conversion of the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or (c) dismissal of the Chapter 11 Case. The Plan Proponents do not believe that any of these

alternatives, even if viable, would afford holders of Claims or Interests a greater recovery than what is provided by the Combined Plan and Disclosure Statement.

If the Combined Plan and Disclosure Statement is not confirmed, then the Debtor or any other party in interest could attempt to formulate a different plan. The additional costs, including, among other amounts, additional professional fees, all of which would constitute Administrative Claims (subject to allowance thereof), however, may be so significant that one or more parties in interest could request that the Chapter 11 Case be converted to chapter 7. At this time, the Plan Proponents do not believe that there are viable alternative plans available to the Debtor.

If the Combined Plan and Disclosure Statement is not confirmed, the Chapter 11 Case may be converted to a case under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be elected or appointed to liquidate and distribute the Debtor's remaining assets in accordance with the priorities established by the Bankruptcy Code. As discussed above and indicated in the Liquidation Analysis, the Plan Proponents believe that the Combined Plan and Disclosure Statement provides a better outcome for holders of Claims than a chapter 7 liquidation would provide.

If the Combined Plan and Disclosure Statement is not confirmed, the Chapter 11 Case also could be dismissed. Among other effects, dismissal would result in the termination of the automatic stay, thus permitting creditors to assert state-law rights and remedies against the Debtor and its assets, likely to the detriment of other creditors. While it is impossible to predict precisely what would happen in the event the Chapter 11 Case is dismissed, it is unlikely that dismissal would result in a ratable distribution of the Debtor's assets among creditors as provided in the Combined Plan and Disclosure Statement. Thus, the vast majority of creditors could expect to receive less in the dismissal scenario than they would receive under the Combined Plan and Disclosure Statement.

SECTION 8

UNCLASSIFIED CLAIMS

8.1 Unclassified Claims.

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified for purposes of voting or receiving Distributions. Rather, all such Claims are treated separately as unclassified Claims as set forth in this Section, and the holders thereof are not entitled to vote on the Combined Plan and Disclosure Statement.

8.2 Administrative Claims.

(a) Except to the extent that a Holder of an Allowed Administrative Claim agrees to a less favorable treatment, each Holder of an Allowed Administrative Claim, other than a Professional Fee Claim, shall receive from Available Cash, without interest, Cash equal to the Allowed amount of such Claim: (a) on or as soon as practicable after the later of (i) the Effective Date, or (ii) the date upon which the Bankruptcy Court enters a Final Order determining or approving such Claim; (b) in accordance with the terms and conditions of agreements between the Holder of such Claim and the Debtor or the Plan Administrator, as the case may be; (c) with respect to any Administrative Claims representing obligations incurred in the ordinary course of the

Debtor's business, upon such regular and customary payment or performance terms as may exist in the ordinary course of the Debtor's business or as otherwise provided in the Plan; or (d) with respect to statutory fees due pursuant to 28 U.S.C. § 1930(a)(6), as and when due under applicable law.

(b) Holders of Administrative Claims (including, without limitation, Professionals requesting compensation or reimbursement of such expenses pursuant to Sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code) that do not file such requests by the Administrative Expense Bar Date or other applicable deadline may be subject to objection for untimeliness and may be prohibited by order of the Bankruptcy Court from asserting such claims against the Debtor, the Estate, or their successors or assigns, or their property.

(c) All fees due and payable under 28 U.S.C. § 1930 that have not been paid shall be paid on or before the Effective Date.

8.3 Professional Fees.

(a) Professionals requesting compensation or reimbursement of expenses pursuant to Sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code or required to file fee applications by order of the Bankruptcy Court for services rendered prior to the Effective Date must file and serve pursuant to the notice provisions of the Interim Fee Order, an application for final allowance of compensation and reimbursement of expenses **no later than forty five (45) days after the Effective Date**. All such applications for final allowance of compensation and reimbursement of expenses will be subject to the authorization and approval of the Bankruptcy Court. For avoidance of doubt, the Plan Administrator is not authorized under the Plan to object to applications for final allowance of compensation and reimbursement of expenses.

(b) Upon approval of the fee applications by the Bankruptcy Court, the Plan Administrator shall pay Professionals all of their Allowed fees and reimbursement of expenses.

8.4 Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release and discharge of each Allowed Priority Tax Claim, the Plan Administrator shall pay each holder of an Allowed Priority Tax Claim, from Available Cash, the full unpaid amount of such Allowed Priority Tax Claim on the earliest of the following dates: (i) on or as soon as practicable after the Effective Date, (ii) on or as soon as practicable after the date such Allowed Priority Tax Claim becomes an Allowed Claim, and (iii) the date such Allowed Priority Tax Claim is payable under applicable non-bankruptcy law.

SECTION 9 CLASSIFICATION OF CLAIMS AND INTERESTS

9.1 Summary of Classification.

The provisions of this Section 9 govern Claims against and Interests in the Debtor. Any Class that is vacant will be treated in accordance with Section 9.3.

The following table designates the Classes of Claims against, and Interests in, the Debtor and specifies which of those Classes are (i) Impaired or Unimpaired by the Plan, (ii) entitled to vote to accept or reject the Combined Plan and Disclosure Statement in accordance with section 1126 of the Bankruptcy Code, and (iii) deemed to accept or reject the Combined Plan and Disclosure Statement. A Claim or portion thereof is classified in a particular Class only to the extent that such Claim or portion thereof qualifies within the description of such Class and is classified in a different Class to the extent that the portion of such Claim qualifies within the description of such different Class.

Class	Designation	Treatment	Entitled to Vote
1	Priority Non-Tax Claims	Unimpaired	No (presumed to accept)
2	Other Secured Claims	Unimpaired	No (presumed to accept)
3	Unsecured Claims	Impaired	Yes
4	Interests	Impaired	No (presumed to reject)

9.2 Special Provision Governing Unimpaired Claims.

Except as otherwise provided in the Combined Plan and Disclosure Statement, nothing under the Combined Plan and Disclosure Statement shall affect the rights of the Debtor or the Plan Administrator, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

9.3 Vacant and Abstaining Classes.

Any Class of Claims or Interests that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or Interest or a Claim or Interest temporarily Allowed under Bankruptcy Rule 3018 shall be deemed eliminated from the Combined Plan and Disclosure Statement for purposes of voting to accept or reject the Combined Plan and Disclosure Statement and for purposes of determining acceptance or rejection of the Combined Plan and Disclosure Statement by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

SECTION 10
TREATMENT OF CLAIMS AND INTERESTS

10.1 Class 1—Priority Non-Tax Claims.

(a) Classification. Class 1 consists of all Priority Non-Tax Claims.

(b) Treatment. In full and final satisfaction, settlement, release, and discharge of and in exchange for each such Allowed Priority Non-Tax Claim, the Plan Administrator shall pay, from Available Cash, the Allowed amount of each Priority Non-Tax Claim to each Entity holding a Priority Non-Tax Claim as soon as practicable following the later of: (a) the Effective Date and (b) the date such Priority Non-Tax Claim becomes an Allowed Claim (or as otherwise permitted by law). The Plan Administrator shall pay each Entity holding a Priority Non-Tax Claim in Cash in full in respect of such Allowed Claim without interest from the Petition Date; *provided however*, that such Entity may be treated on such less favorable terms as may be agreed to in writing by such Entity.

(c) Impairment and Voting. Class 1 is Unimpaired. Holders of Priority Non-Tax Claims are conclusively presumed to have accepted the Combined Plan and Disclosure Statement pursuant to section 1126(f) of the Bankruptcy Code and, accordingly, are not entitled to vote to accept or reject the Combined Plan and Disclosure Statement.

10.2 Class 2—Other Secured Claims.

(a) Classification. Class 2 consists of all Other Secured Claims. For purposes of distributions under the Plan, each Holder of an Other Secured Claim in Class 2 is considered to be in its own separate subclass within Class 2 (*i.e.*, Class 2A, Class 2B, *etc.*), and each such subclass is deemed to be a separate Class for purposes of the Plan.

(b) Treatment. Except to the extent previously paid in full, to the extent any Other Secured Claims exist, at the option of the Debtor or the Plan Administrator, as applicable, one of the following treatments shall be provided: (i) the Holder of such Claim shall retain its Lien on its collateral until such collateral is sold, and the proceeds of such sale, less costs and expenses of disposing of such collateral, shall be paid to such Holder in full satisfaction and release of such Allowed Other Secured Claim; (ii) on or as soon as practicable after the later of (a) the Effective Date, or (b) the date upon which the Bankruptcy Court enters a Final Order determining or allowing such Claim, or as otherwise agreed between the Holder of such Claim and the Debtor or the Plan Administrator, as applicable, the Holder of such Other Secured Claim will receive a Cash payment equal to the amount of its Allowed Other Secured Claim in full satisfaction and release of such Other Secured Claim; or (iii) the collateral securing the Creditor's Other Secured Claim shall be abandoned to such Creditor, in full satisfaction, release, and discharge of such Other Secured Claim; ; provided, however, that to the extent that such Other Secured Claim exists on account of a right of setoff, the Holder thereof shall retain and may effectuate such right of setoff. Subject only to the limitations of Section 553 of the Bankruptcy Code, all setoff rights are preserved under this Combined Plan and Disclosure Statement.

(c) Impairment and Voting. Class 2 is Unimpaired. Holders of Other Secured Claims are conclusively presumed to have accepted the Combined Plan and Disclosure Statement

pursuant to section 1126(f) of the Bankruptcy Code and, accordingly, are not entitled to vote to accept or reject the Combined Plan and Disclosure Statement.

10.3 Class 3—Unsecured Claims.

(a) Classification. Class 3 consists of all Unsecured Claims.

(b) Treatment. In full and final satisfaction, settlement, release, and discharge of and in exchange for each such Allowed General Unsecured Claim, each Holder of an Allowed Class 3 Claim shall receive a Pro Rata share of Available Cash after the payment of Professional Fee Claims, Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims, Other Secured Claims, and expenses related to the wind-down of the Debtor, as determined by the Plan Administrator, in exchange for their Allowed Claims. Unsecured Claims are subject to all statutory, equitable, and contractual subordination claims, rights, and grounds available to the Debtor, the Estate, and pursuant to the Plan, the Plan Administrator, which subordination claims, rights, and grounds are fully enforceable prior to, on, and after the Effective Date.

(c) Impairment and Voting. Class 3 is Impaired, and the Holders thereof are entitled to vote on the Plan.

10.4 Class 4—Interests.

(a) Classification. Class 4 consists of all Interests.

(b) Treatment. There shall be no Distribution on account of Class 4 Interests. Upon the Effective Date, all Interests will be deemed cancelled and will cease to exist.

(c) Impairment and Voting. Holders of Interests are deemed to have rejected the Plan, and are not entitled to vote.

SECTION 11 MEANS FOR IMPLEMENTATION OF THE PLAN

11.1 Available Cash.

Available Cash shall be used to fund distributions to Creditors (including holders of Allowed Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims, Other Secured Claims and Unsecured Claims) or other payments to be made pursuant to or otherwise consistent with the Plan. On the Effective Date, the Debtor expects to have approximately \$6 million Cash on hand.

11.2 Litigation.

Except as otherwise provided herein, all Litigation is retained, vested in the Post-Effective Date Debtor, and preserved pursuant to Section 1123(b) of the Bankruptcy Code. From and after the Effective Date, all Litigation will be prosecuted or settled by the Plan Administrator. To the extent any Litigation is already pending on the Effective Date, the Plan Administrator, as successor to the Debtor or the Committee (in any derivative capacity or as an intervening party), will continue the prosecution of such Litigation and shall be substituted as plaintiff, defendant, or in any other

capacity for the Debtor or the Committee pursuant to the Plan and the Confirmation Order on the Effective Date, without need for any further motion practice or notice in any case, action, or matter.

11.3 Plan Administrator and Post-Effective Date Debtor

The Plan Administrator shall act for the Post-Effective Date Debtor in the same fiduciary capacity as applicable to a board of managers and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, articles of incorporation or amendment by-laws, and related documents, as applicable, are deemed amended pursuant to the Plan to permit and authorize the same). On the Effective Date, the authority, power, and incumbency of the persons acting as managers and officers for the Debtor shall be deemed to have resigned, and the Plan Administrator shall be appointed as the sole manager and sole officer for the Post-Effective Date Debtor and shall succeed to the powers of the Post-Effective Date Debtor's managers and officers. From and after the Effective Date, the Plan Administrator shall be the sole representative of and shall act for the Post-Effective Date Debtor. For the avoidance of doubt, the foregoing shall not limit the authority of the Plan Administrator to continue the employment of any former manager, director, or officer.

Among other things, the Plan Administrator shall be responsible for: (1) winding down the Debtor's business and affairs as expeditiously as reasonably possible and administering the liquidation of the Post-Effective Date Debtor after the Effective Date, (2) resolving any Disputed Claims, (3) paying Allowed Claims, (4) filing appropriate tax returns, (5) investigating and prosecuting any Causes of Action, and (6) administering the Plan. Without limiting the foregoing, the Plan Administrator shall be deemed to be substituted as the party-in-lieu of the Debtor in all matters, including (a) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (b) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

The Plan Administrator shall be named prior to Confirmation. The Plan Administrator shall represent the Post-Effective Date Debtor and shall have the right to retain the services of attorneys, accountants, and other professionals that the Plan Administrator determines, in its sole discretion, are necessary to assist the Plan Administrator in performing his or her duties. The Plan Administrator shall pay the reasonable fees and expenses of such professionals upon the monthly submission of statements to the Plan Administrator. The payment of the reasonable fees and expenses of the Plan Administrator's retained professionals shall be made promptly and shall not be subject to the approval of the Bankruptcy Court.

11.4 Wind-Down

On and after the Effective Date, the Plan Administrator will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court, and the Plan Administrator shall have the power and authority to take any action necessary to wind down and dissolve the Estate and take such other actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan. Except to the extent necessary to complete the liquidation and wind-down of any remaining assets or operations, from and after the Effective Date, the Debtor (1) for all purposes, shall be deemed to have withdrawn its business operations from any state or province in which the Debtor was previously conducting, or is registered or licensed to conduct, its business operations, and shall not be required to file any document, pay any sum, or take any

other action to effectuate such withdrawal, (2) shall be deemed to have cancelled pursuant to this Plan all Interests, and (3) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date.

The filing of the final monthly operating or disbursement report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Plan Administrator.

After the Effective Date, the Plan Administrator shall complete and file all final or otherwise required federal, state, provincial, and local tax returns for the Debtor and Post-Effective Date Debtor.

11.5 Dissolution of the Post-Effective Date Debtor

Upon a certification to be filed with the Bankruptcy Court by the Plan Administrator of all distributions having been made and completion of all its duties under the Plan and entry of a final decree closing the Chapter 11 Case, the Plan Administrator is authorized to take all necessary actions to dissolve the Post-Effective Date Debtor in, and withdraw the Post-Effective Date Debtor from, applicable states and provinces to the extent required by applicable law.

11.6 Dissolution of the Committee.

On the Effective Date, the Committee will dissolve, and the members of the Committee and the Committee's Professionals will cease to have any role arising from or relating to the Chapter 11 Case, except in connection with final fee applications of Professionals for services rendered prior to the Effective Date (including the right to object thereto). The Professionals retained by the Committee and the members thereof will not be entitled to assert any fee claims for any services rendered to the Committee or expenses incurred in the service of the Committee after the Effective Date, except for reasonable fees for services rendered, and actual and necessary costs incurred, in connection with any applications for allowance of Professional Fees pending on the Effective Date or filed and served after the Effective Date. Nothing in the Plan shall prohibit or limit the ability of the Debtor's or Committee's Professionals to represent the Plan Administrator or to be compensated or reimbursed per the Plan in connection with such representation.

SECTION 12 DISTRIBUTIONS TO HOLDERS OF ALLOWED CLAIMS

12.1 Distribution Dates.

The Plan Administrator shall make Distributions to Holders of Claims. The Plan Administrator may, in its sole discretion, make a full or partial Pro Rata Distribution to the Holders of Unsecured Claims on the Initial Distribution Date or a Subsequent Distribution Date.

12.2 Subsequent Distributions.

Any Distribution not made on the Initial Distribution Date or a Subsequent Distribution Date because the Claim relating to such Distribution had not been Allowed on that Distribution Date shall be held by the Post-Effective Date Debtor for Distribution on any Subsequent

Distribution Date after such Claim is Allowed. No interest shall accrue or be paid on the unpaid amount of any Distribution.

12.3 Distribution Record Date.

Except as otherwise provided in a Final Order of the Bankruptcy Court, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 on or prior to the Distribution Record Date will be treated as the Holders of those Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to the transfer may not have expired by the Distribution Record Date. The Plan Administrator shall have no obligation to recognize any transfer of any Claim occurring after the Distribution Record Date. In making any Distribution with respect to any Claim, the Plan Administrator shall be entitled instead to recognize and deal with, for all purposes hereunder, only the Entity that is listed on the proof of claim filed with respect thereto or on the Schedules as the Holder thereof as of the close of business on the Distribution Record Date and upon such other evidence or record of transfer or assignment that is known to the Plan Administrator as of the Distribution Record Date.

12.4 Manner of Cash Payments Under the Plan.

Cash payments made pursuant to the Plan shall be in United States dollars by checks drawn on a domestic bank selected by the Plan Administrator or by wire transfer from a domestic bank, at the option of the Plan Administrator.

12.5 Time Bar to Cash Payments by Check.

Checks issued by the Plan Administrator on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Requests for the reissuance of any check that becomes null and void pursuant to this Section shall be made directly to the Plan Administrator by the Holder of the Allowed Claim to which the check was originally issued. Any Claim in respect of such voided check shall be made in writing on or before the later of six months from the Effective Date or ninety (90) days after the date of issuance thereof. After that date, all Claims in respect of voided checks shall be discharged and forever barred and the proceeds of those checks shall revert in and become the property of the Post-Effective Date Debtor as unclaimed property in accordance with Section 347(b) of the Bankruptcy Code.

SECTION 13 PROCEDURES FOR RESOLVING DISPUTED CLAIMS

13.1 No Distributions Pending Allowance.

Notwithstanding any other provision of the Plan, the Plan Administrator shall not distribute any Cash or other property on account of any Disputed Claim unless and until such Claim becomes Allowed. Nothing contained herein, however, shall be construed to prohibit or require payment or Distribution on account of any undisputed portion of a Claim.

13.2 Resolution of Disputed Claims.

Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, the Plan Administrator shall have the right to make, file, prosecute, settle, withdraw, or resolve objections to Claims. The costs of pursuing the objections to Claims shall be borne by the Post-Effective Date Debtor. From and after the Confirmation Date, all objections with respect to Disputed Claims shall be litigated to a Final Order except to the extent the Plan Administrator elects to withdraw any such objection, or the Plan Administrator and the Claimant elect to compromise, settle, or otherwise resolve any such objection, in which event they may settle, compromise, or otherwise resolve any Disputed Claim or Disputed Interest without approval of the Bankruptcy Court.

13.3 Objection Deadline.

All objections to Claims shall be filed and served upon the Claimant not later than the Claims Objection Deadline, as such may be extended by order of the Bankruptcy Court.

13.4 Estimation of Claims.

At any time, (a) prior to the Effective Date, the Debtor, and (b) after the Effective Date, the Plan Administrator, may request that the Bankruptcy Court estimate any contingent or unliquidated Claim to the extent permitted by Section 502(c) of the Bankruptcy Code regardless of whether the Debtor or the Plan Administrator has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall have jurisdiction to estimate any Claim at any time during Litigation concerning any objection to such Claim, including during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on the Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the Claim, the Debtor or the Plan Administrator, as applicable, may elect to pursue supplemental proceedings to object to the ultimate allowance of the Claim. All of the aforementioned Claims objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism of the Bankruptcy Court.

13.5 Disallowance of Claims.

Except as otherwise agreed or ordered by the Bankruptcy Court, any and all proofs of claim filed after the Bar Date shall not be treated as an Allowed Claim for purposes of Distribution without any further notice or action, and Holders of such Claims may not receive any Distributions on account of such Claims, unless on or before the Confirmation Date the Bankruptcy Court has entered an order deeming such Claim to be timely filed; *provided however*, that such Claims shall be deemed Allowed (unless Disputed) after the payment in full of all Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Secured Claims, Allowed Priority Non-Tax Claims, and all Allowed Unsecured Claims.

Any Claims held by Entities from which property is recoverable under Sections 542, 543, 550, or 553 of the Bankruptcy Code or Entities that are transferees of transfers avoidable under Section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed

disallowed pursuant to Section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any Distributions on account of such Claims until such time as such Causes of Action the Debtor holds or may hold against any Entity have been resolved or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Estate by that Entity have been turned over or paid to the Debtor or Post-Effective Date Debtor.

13.6 Adjustment to Claims Register Without Objection.

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register after the Debtor or Plan Administrator, as applicable, files an appropriate notice with the Bankruptcy Court on ten (10) days' negative notice and no objection having been filed.

13.7 Reserve Provisions for Disputed Claims.

On or around any Distribution Date, the Plan Administrator shall reserve Cash required for distribution on Disputed Claims as if such Claims were Allowed as filed with any Disputed Claims that are unliquidated or contingent being reserved in an amount reasonably determined by the Plan Administrator (the "Disputed Claim Reserve"). On each Distribution Date after the Effective Date in which the Plan Administrator makes Distributions to Holders of Allowed Claims, the Plan Administrator shall retain on account of Disputed Claims an amount the Plan Administrator estimates is necessary to fund the Pro Rata Share of such Distributions to Holders of Disputed Claims if such Claims were Allowed, with any Disputed Claims that are unliquidated or contingent being reserved in an amount reasonably determined by the Plan Administrator.

The Plan Administrator shall hold property in the Disputed Claim Reserve in trust for the benefit of the Holders of Disputed Claims that are ultimately determined to be Allowed. Each Disputed Claim Reserve shall be closed and extinguished by the Plan Administrator when all Distributions and other dispositions of Cash or other property required to be made hereunder will have been made in accordance with the terms of the Plan. Upon closure of the Disputed Claim Reserve, all Cash or other property held in the Disputed Claim Reserve shall revert in and become unrestricted property of the Post-Effective Date Debtor. All funds or other property that vest or revert in the Post-Effective Date Debtor pursuant to this paragraph shall be used to pay Holders of Allowed Claims in accordance with the Plan.

13.8 Rounding.

Whenever any payment of a fraction of a cent would otherwise be called for, the actual distribution shall reflect a rounding of such fraction down to the nearest cent.

13.9 No Cash Payments of Less Than \$50 on Account of Allowed Claims.

Notwithstanding anything herein to the contrary, except with respect to Administrative, Priority Tax, Other Secured and Priority Non-Tax Claims, if a Distribution to be made to a Holder of an Allowed Claim on the Initial Distribution Date or any Subsequent Distribution Date would be \$50 or less in the aggregate, no such Distribution will be made to that Holder unless a request therefor is made in writing to the Plan Administrator. If such request is made, such Cash shall be held for such Holder until the earlier of (i) the next Distribution Date (unless the distribution would

still be less than \$50, in which case this Section shall again apply), or (ii) the date on which Final Distributions are made to the Holders of Allowed Claims.

13.10 Delivery of Distributions and Unclaimed Property.

Subject to Bankruptcy Rule 9010 and except as otherwise provided herein, Distributions to the Holders of Allowed Claims shall be made by the Plan Administrator at (a) the address of each Claimant as set forth in the Schedules, unless superseded by the address set forth on proof(s) of claim filed by such Claimant, or (b) the last known address of such Claimant if no proof of claim is filed or the Debtor or Plan Administrator has been notified in writing of a change of address. If any Distribution is returned as undeliverable, the Plan Administrator may, in its sole and absolute discretion, make reasonable commercial efforts to determine the current address of the Holder of the Claim with respect to which the Distribution was made as the Plan Administrator deems appropriate, but no Distribution to any such Holder shall be made unless and until the Plan Administrator has determined the then-current address of such Holder, at which time the Distribution to such Holder shall be made without interest. There shall be no liability on the part of the Plan Administrator if he decides in his sole and absolute discretion not to determine the current address of any undeliverable Distribution. The Plan Administrator shall have the discretion to determine how to make Distributions in the most efficient and cost-effective manner possible; provided however, that its discretion may not be exercised in a manner inconsistent with any express requirements of the Plan. On or about the time that the Final Distribution is made, the Plan Administrator may make a charitable donation with undistributed funds if, in the reasonable judgment of the Plan Administrator, the cost of calculating and making the Final Distribution of the remaining funds is excessive in relation to the benefits to the holders of Claims that would otherwise be entitled to such Distributions, and such charitable donation is provided to non-profit entity selected by the Plan Administrator and approved by the Bankruptcy Court. The Plan Administrator may also sell, assign, or transfer any Remnant Assets in his sole and absolute discretion.

Except with respect to property not distributed because it is being held in a Disputed Claim Reserve, Distributions that are not claimed by the later of the expiration of six (6) months from the Effective Date or (90) days after the date of a Distribution shall be deemed to be unclaimed property under Section 347(b) of the Bankruptcy Code and shall vest or revert in the Post-Effective Date Debtor, and the Claims with respect to which those Distributions are made shall be automatically cancelled. After the expiration of that period, the claim of any Entity to those Distributions shall be cancelled. Nothing contained in the Plan shall require the Post-Effective Date Debtor or Plan Administrator to attempt to locate any holder of an Allowed Claim. All funds or other property that vest or revert in the Post-Effective Date Debtor pursuant to this Section shall be distributed by the Plan Administrator to the other holders of Allowed Claims in accordance with the provisions of the Plan.

13.11 Books and Records.

The Debtor shall transfer dominion and control over all of its books and records, in whatever form, manner or media, to the Plan Administrator on or as soon as reasonably practicable after the Effective Date. Notwithstanding anything in Section 14.1 of the Plan, the Plan Administrator shall preserve all of the Debtor's books and records, including electronically stored

information, until the later of an Order of the Bankruptcy Court relating to such books and records entered after prior notice and opportunity for hearing to Creditors, or the entry of a final decree closing the Chapter 11 Case.

SECTION 14 TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

14.1 Rejection.

Except with respect to: (i) executory contracts or unexpired leases that were previously assumed or rejected by order of the Bankruptcy Court, and (ii) executory contracts or unexpired leases that are the subject of a pending motion to assume or reject, pursuant to Section 365 of the Bankruptcy Code, on the Effective Date, each executory contract and unexpired lease entered into by the Debtor prior to the Petition Date that has not previously expired or terminated pursuant to its own terms shall be deemed rejected pursuant to Section 365 of the Bankruptcy Code; *provided however*, that nothing in this Section shall cause the rejection, breach, or termination of any contract of insurance benefiting the Debtor and the Estate, the Debtor's officers, managers and directors and/or the Post-Effective Date Debtor or of any contract providing for the storage and preservation of any documents and electronically stored information of the Debtor, which contracts the Plan Administrator will continue to maintain in full force and effect until the later of further Order of the Bankruptcy Court entered after prior notice and opportunity for hearing to parties requesting notice pursuant Bankruptcy Rule 2002 or entry of a final decree closing the Chapter 11 case. The Debtor's rejection of the Southern States License Agreement with Southern States and all sub-licenses with its dealers and retailers (collectively, the "Trademark Agreements") shall also operate as a termination of the Trademark Agreements; the Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections and terminations; and after the 180-day inventory sell-off period allowed under the Trademark Agreements, sub-licensees shall not have the right to continued use of the trademarks owned by Southern States pursuant to Section 365(n) of the Bankruptcy Code or otherwise. Nothing in this Section shall be construed as an acknowledgement that a particular contract or agreement is executory or is properly characterized as a lease. The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections pursuant to Section 365 of the Bankruptcy Code, as of the Effective Date. The non-Debtor parties to any rejected personal property leases shall be responsible for taking all steps necessary to retrieve the personal property that is the subject of such executory contracts and leases, and neither the Debtor, the Post-Effective Date Debtor, nor the Plan Administrator shall bear any liability for costs associated with such matters.

14.2 Rejection Claims.

All proofs of claim with respect to Claims arising from the rejection of executory contracts or unexpired leases pursuant to Confirmation of the Plan, if any, must be filed with the Claims Agent within thirty (30) days after the earlier of the Effective Date or an order of the Bankruptcy Court approving such rejection. Any Claim arising from the rejection of an executory contract or unexpired lease pursuant to Confirmation of the Plan that is not filed within such times will be

subject to objection. All such Claims for which Proofs of Claim are timely and properly filed and ultimately Allowed will be treated as Unsecured Claims.

14.3 Insurance Policies.

Notwithstanding anything to the contrary contained herein, Confirmation of the Plan shall not discharge, impair or otherwise modify any obligations of the Insurance Policies. To the extent one or more of the Insurance Policies provide potential coverage related to one or more Causes of Action the Debtor holds or may hold against any Entity, the Debtor shall, to the extent permissible under each Insurance Policy, assign all of its rights thereunder with respect to such Causes of Action to the Post-Effective Date Debtor. All net proceeds (including, for the avoidance of doubt, net of any deductibles or retentions) of Insurance Policies received by the Post-Effective Date Debtor or Plan Administrator shall be treated as proceeds of such Causes of Action for all purposes under the Plan. The Debtor shall take no action to or otherwise impair the Insurance Policies. Nothing herein shall diminish or impair the enforceability of the Insurance Policies and related agreements that may cover Claims and Causes of Action against the Debtor or any other Entity.

SECTION 15 EFFECT OF CONFIRMATION

15.1 Binding Effect of the Plan.

The provisions of the confirmed Plan shall bind the Debtor, the Plan Administrator, any Entity acquiring property under the Plan, and any Creditor or Interest Holder, whether or not such Creditor or Interest Holder has filed a Proof of Claim or Interest in the Chapter 11 Case, whether or not the Claim of such Creditor or the Interest of such Interest Holder is impaired under the Plan, and whether or not such Creditor or Interest Holder has accepted or rejected the Plan. All Claims and Debts shall be fixed and adjusted pursuant to the Plan. The Plan shall also bind any taxing authority, recorder of deeds, or similar official for any county, state, or Governmental Unit or parish in which any instrument related to under the Plan or related to any transaction contemplated under the Plan is to be recorded with respect to any taxes of the kind specified in Bankruptcy Code Section 1146(a).

15.2 Vesting of Property of Debtor in the Post-Effective Date Debtor.

Upon the Effective Date, title to all property of the Estate of the Debtor in the Chapter 11 Case shall vest in the Post-Effective Date Debtor and shall be retained by the Post-Effective Date Debtor for the purposes contemplated under the Plan. Without limiting the generality of the foregoing, all Causes of Action the Debtor holds or may hold against any Entity and all resulting recoveries shall vest in the Post-Effective Date Debtor upon the Effective Date and shall no longer constitute property of the Estate.

15.3 Property Free and Clear.

Except as otherwise provided in the Plan or the Confirmation Order, all property that shall vest in the Post-Effective Date Debtor shall be free and clear of all Claims, Interests, Liens, charges, or other encumbrances of Creditors or Interest Holders, other than valid rights of setoff as set forth herein, and in relevant documents, agreements, and instruments contained in the Plan

Supplement. Following the Effective Date, the Plan Administrator may transfer and dispose of any such property free of any restrictions imposed by the Bankruptcy Code or the Bankruptcy Rules and without further approval of the Bankruptcy Court or notice to Creditors, except as may otherwise be required under the Plan or the Confirmation Order.

SECTION 16 EXCULPATIONS, INJUNCTIONS, AND RELEASES

16.1 Exculpation.

The Debtor, the Debtor's officers, directors and managers that served during the Chapter 11 Case, the Committee, the members of the Committee, and each of their respective professionals retained during the Chapter 11 Case, each solely in their capacities as such (collectively, the "Exculpated Parties"), will neither have nor incur any liability to any entity for any action in good faith taken or omitted to be taken between the Petition Date and Effective Date in connection with or related to the Chapter 11 Case, the sale or other disposition of the Debtor's assets or the formulation, preparation, dissemination, implementation, Confirmation, or Consummation of the Combined Plan and Disclosure Statement, or any agreement created or entered into in connection with the Combined Plan and Disclosure Statement; *provided however*, that this limitation will not affect or modify the obligations created under the Plan, or the rights of any Holder of an Allowed Claim to enforce its rights under the Plan, and shall not release any action (or inaction) constituting willful misconduct, fraud, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction); *provided however*, that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan, and such reasonable reliance shall form a defense to any such claim, Cause of Action, or liability. Without limiting the generality of the foregoing, each Exculpated Party shall be entitled to and granted the protections of Section 1125(e) of the Bankruptcy Code.

16.2 **Releases by the Debtor.**

Effective as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtor, the Estate, and each of the Debtor's successors, and assigns, including any successor to the Debtor or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, including the Plan Administrator, shall be deemed to, completely, conclusively, absolutely, unconditionally, irrevocably and forever release, waive, void and extinguish the managers and/or directors of the Debtor serving in such capacity(ies) on the Petition Date (the "Released Parties") from any claim, Claim, Cause of Action, obligation, suit, judgment, damages, debt, right, remedy or liability whatsoever (including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtor and the Estate), whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, for any act or omission in connection with, relating to, or arising out of any transactions, relationships with, or management of the Debtor, the Chapter 11 Case, the negotiation, preparation, dissemination, solicitation, and filing of this Combined Plan and Disclosure Statement, the filing of the Chapter 11 Case, the settlement of Claims or renegotiation of Executory Contracts, the pursuit of confirmation of this Combined Plan and Disclosure

Statement, the consummation of this Combined Plan and Disclosure Statement, or the administration of this Combined Plan and Disclosure Statement or the property to be distributed under this Combined Plan and Disclosure Statement, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date (including before the Petition Date) related or relating to the foregoing; provided, however, that the foregoing provisions shall not operate to waive or release any Claims or Causes of Action resulting from any act or omission that is judicially determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence of any of the Released Parties. Nothing herein shall be construed as releasing any of the Released Parties from any obligations that they have under or in connection with this Combined Plan and Disclosure Statement or the transactions contemplated in this Combined Plan and Disclosure Statement. For the avoidance of doubt, nothing in this Section shall waive any claim or cause of action against any managers and/or directors that served pre-petition but did not serve in that capacity as of the Petition Date, and all such claims and causes of actions are expressly preserved herein.

16.3 Injunction.

In implementation of the Plan, except as otherwise expressly provided in the Confirmation Order or the Plan, and except in connection with the enforcement of the terms of the Plan or any documents provided for or contemplated in the Plan, all entities who have held, hold or may hold Claims against or Interests in the Debtor or the Estate that arose prior to the Effective Date are permanently enjoined from: (a) commencing or continuing in any manner, directly or indirectly, any action or other proceeding of any kind against the Debtor, the Estate, the Plan Administrator, with respect to any such Claim or Interest; (b) the enforcement, attachment, collection, or recovery by any manner or means, directly or indirectly, of any judgment, award, decree, or order against the Debtor, the Estate, the Plan Administrator, with respect to any such Claim or Interest; (c) creating, perfecting, or enforcing, directly or indirectly, any Lien or encumbrance of any kind against the Debtor, the Estate, with respect to any such Claim or Interest; and (d) any act, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan with respect to such Claim or Interest. Nothing contained in this Section shall prohibit the Holder of a timely filed Proof of Claim from litigating its right to seek to have such Claim declared an Allowed Claim and paid in accordance with the distribution provisions of the Plan, or enjoin or prohibit the interpretation or enforcement by the Claimant of any of the obligations of the Debtor or the Plan Administrator under the Plan.

16.4 Post-Confirmation Liability of Plan Administrator.

The Plan Administrator, together with its consultants, agents, advisors, attorneys, accountants, financial advisors, other representatives and the professionals engaged by the foregoing (collectively, the “Indemnified Parties”) shall not be liable for any and all liabilities, losses, damages, claims, Causes of Action, costs and expenses, including but not limited to attorneys’ fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, to the Holders of Claims or Interests for any action or inaction taken in good faith in connection with the performance or discharge of their duties under the Plan, except the Indemnified Parties will be liable for actions or inactions that are grossly negligent, fraudulent, or

which constitute willful misconduct (in each case, liability shall be subject to determination by final order of a court of competent jurisdiction). However, any act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute gross negligence, fraud or willful misconduct. All rights of the Persons exculpated and indemnified pursuant hereto shall survive confirmation of the Plan.

16.5 Preservation of Rights of Action.

(a) Vesting of Causes of Action.

Except as otherwise provided in the Plan or Confirmation Order, in accordance with Section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that the Debtor holds or may hold against any Entity shall vest upon the Effective Date in the Post-Effective Date Debtor.

Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Plan Administrator shall have the exclusive right to institute, prosecute, abandon, settle, or compromise any Causes of Action the Debtor holds or may hold against any Entity, in accordance with the terms of the Plan and without further order of the Bankruptcy Court, in any court or other tribunal, including, without limitation, in an adversary proceeding filed in the Chapter 11 Case.

Causes of Action and recoveries therefrom shall remain the sole property of the Post-Effective Date Debtor, for the ratable benefit of the Holders of Allowed Claims and holders of Claims shall have no direct right or interest in to any such Causes of Action or recovery.

(b) Preservation of All Causes of Action Not Expressly Settled or Released.

Unless a Cause of Action against a holder of a Claim or other Entity is expressly waived, relinquished, released, compromised, or settled in the Plan and/or or any Final Order (including the Confirmation Order), the Debtor and the Plan Administrator expressly reserve such retained Cause of Action for later adjudication by the Debtor or the Plan Administrator (including, without limitation, Causes of Action not specifically identified or described in the Plan Supplement or elsewhere, or of which the Debtor may be presently unaware, or which may arise or exist by reason of additional facts or circumstances unknown to the Debtor at this time, or facts or circumstances that may change or be different from those the Debtor now believes to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable, or otherwise) or laches shall apply to such Causes of Action upon or after the entry of the Confirmation Order or Effective Date based on the Combined Disclosure Statement and Plan, or Confirmation Order, except where such Causes of Action have been released or otherwise resolved by a Final Order (including the Confirmation Order). In addition, to the full extent permitted by applicable law, the Debtor and Plan Administrator expressly reserve the right to pursue or adopt claims alleged in any lawsuit in which the Debtor is a defendant or interested party against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

Subject to the immediately preceding paragraph, any Entity to which the Debtor has incurred an obligation (whether on account of services, the purchase or sale of goods, or otherwise), or that has received services from the Debtor or a transfer of money or property of the Debtor, or that has received services from the Debtor or a transfer or money or property of the

Debtor, or that has transacted business with the Debtor, or that has leased property from the Debtor, should assume and is hereby advised that any such obligation, transfer, or transaction may be reviewed by the Plan Administrator subsequent to the Effective Date and may be the subject of an action after the Effective Date, regardless of whether (i) such Entity has filed a proof of claim against the Debtor in the Chapter 11 Case; (ii) the Debtor or Plan Administrator has objected to any such Entity's proof of claim; (iii) any such Entity's Claim was included in the Schedules; (iv) the Debtor or Plan Administrator has objected to any such Entity's scheduled Claim; (v) any such Entity's scheduled Claim has been identified by the Debtor or Plan Administrator as disputed, contingent, or unliquidated; or (vi) the Debtor has identified any potential claim or Cause of Action against such Entity herein or in the Disclosure Statement.

16.6 No Discharge.

Nothing contained in the Combined Plan and Disclosure Statement shall be deemed to constitute a discharge of the Debtor under Bankruptcy Code section 1141(d)(3).

SECTION 17 CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

17.1 Conditions to Confirmation of the Plan.

Confirmation of the Plan is conditioned upon the satisfaction of each of the following conditions precedent, any one or more of which may be waived by the Plan Proponents: (i) the Bankruptcy Court shall have approved this Combined Plan and Disclosure Statement in form and substance acceptable to the Plan Proponents; (ii) the Plan Proponents shall have determined that there will be sufficient Cash on the Effective Date to pay (or with respect to Disputed Claims to reserve for as required pursuant to the Plan) Allowed Administrative Claims, Non-Tax Priority Claims, Priority Tax Claims, Other Secured Claims in full (or in such lesser amount as may be agreed to by the applicable Claimant); and (iii) the Confirmation Order to be presented to the Bankruptcy Court at the Confirmation Hearing shall be acceptable to the Debtor and the Committee in form and substance.

17.2 Conditions to the Effective Date.

The occurrence of the Effective Date is conditioned upon the satisfaction of each of the following conditions precedent, any one or more of which may be waived by the Plan Proponents: (i) a Confirmation Order in form and substance acceptable to the Plan Proponents shall have been entered by the Bankruptcy Court and become a Final Order which is not subject to any stay of effectiveness; and (ii) all other actions and documents determined by the Plan Proponents to be necessary to implement the Plan shall have been effected and executed.

17.3 Waiver of Conditions Precedent.

To the fullest extent permitted by law, the conditions to the Effective Date set forth in Section 17.2 may be waived or modified in whole or in part at any time in writing by the Plan Proponents without leave from or an order of the Court upon written consent of the Committee.

SECTION 18
RETENTION OF JURISDICTION

From and after the Confirmation Date, the Bankruptcy Court shall retain such jurisdiction as is legally permissible, including, but not limited to, for the following purposes:

(a) To hear and determine any and all objections to the allowance of a Claim, proceedings to estimate a Claim for any purpose, actions to equitably subordinate a Claim, proceedings seeking approval of any necessary claims reconciliation protocols, or any controversy as to the classification of a Claim in a particular Class under the Plan;

(b) To administer the Plan and the proceeds thereof;

(c) To estimate or liquidate any Disputed Claims;

(d) To hear and determine any and all adversary proceedings, contested matters or applications pending on the Effective Date or otherwise relating to, arising from, or in connection with the Litigation; *provided however*, that the Plan Administrator shall reserve the right to commence actions in all appropriate jurisdictions;

(e) To hear and determine any and all motions and/or objections to fix, estimate, allow and/or disallow any Claims arising therefrom;

(f) To hear and determine any and all applications by Professionals for an award of Professional Fees;

(g) To enable the Plan Administrator to commence and prosecute any Litigation which may be brought after the Effective Date;

(h) To interpret and/or enforce the provisions of the Plan and the injunction provided for in the Plan and to determine any and all disputes arising under or regarding interpretation of the Plan or any agreement, document, or instrument contemplated by the Plan;

(i) To enter and implement such orders as may be appropriate in the event Confirmation is for any reason stayed, reversed, revoked, modified, or vacated;

(j) To modify any provision of the Plan to the extent permitted by the Bankruptcy Code and to correct any defect, cure any omission, or reconcile any inconsistency in the Plan or in the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan;

(k) To enter such orders as may be necessary or appropriate in furtherance of Confirmation and the successful implementation of the Plan and to determine such other matters as may be provided for in the Confirmation Order or as may be authorized under the provisions of the Bankruptcy Code;

(l) To enter any orders as required by Rule 23 of the Federal Rules of Civil Procedure, to the extent made applicable to any adversary proceeding pursuant or contested matter pursuant to Bankruptcy Rules 7023 and 9014(c), as applicable; and

(m) To close the Chapter 11 Case when administration of the Chapter 11 Case has been completed.

SECTION 19 MISCELLANEOUS PROVISIONS

19.1 Revocation of the Combined Plan and Disclosure Statement.

The Plan Proponents reserve the right to revoke and withdraw the Combined Plan and Disclosure Statement at any time on or before the Confirmation Date. If the Plan Proponents revoke or withdraw the Combined Plan and Disclosure Statement, or if Confirmation or the Effective Date does not occur, then the Plan shall be deemed null and void and, in such event, nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtor or any other entity or to prejudice in any manner the rights of the Debtor or any Entity in any further proceedings involving the Debtor.

19.2 Severability of Plan Provisions.

In the event that, prior to the Confirmation Date, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall, with the consent of the Plan Proponents, have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision hereof, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

19.3 Exhibits.

All exhibits attached to the Combined Plan and Disclosure Statement and the Plan Supplement are, by this reference, hereby incorporated herein. The Plan Proponents reserve the right to make non-substantive changes and corrections to such Exhibits in advance of the Confirmation Hearing. If any Exhibits are changed or corrected, the replacement Exhibits will be filed with the Bankruptcy Court prior to the commencement of the Confirmation Hearing.

19.4 Notices.

All notices required or permitted to be made in accordance with the Plan shall be in writing and shall be delivered personally or by nationally recognized overnight or next-day courier service, first-class mail, electronic mail, or via facsimile with electronic confirmation of receipt as follows:

Counsel for Debtor:

Morris James LLP
Jeffrey R. Waxman (DE Bar No. 4152)
Brya M. Keilson (DE Bar No. 4643)
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Telephone: (302) 888-6800
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and

Shulman Bastian Friedman & Bui LLP
Alan J. Friedman (CA Bar No. 132580)
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Counsel for the Committee:

Pachulski Stang Ziehl & Jones LLP
919 North Market Street 17th Floor
P.O. Box 8705
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Tel. 302-652-4100, Fax 302-652-4400
Attn: Bradford J. Sandler, Esq.
Paul J. Labov, Esq.
Colin R. Robinson, Esq.
bsandler@pszjlaw.com
plabov@pszjlaw.com
crobinson@pszjlaw.com

Plan Administrator:

To be determined at later date.

19.5 Reservation of Rights.

Neither the filing of the Combined Plan and Disclosure Statement nor any statement or provision contained in the Combined Plan and Disclosure Statement, nor the taking by any party in interest of any action with respect to the Combined Plan and Disclosure Statement, shall: (a) be or be deemed to be an admission against interest and (b) until the Effective Date, be or be deemed to be a waiver of any rights any party in interest may have (i) against any other party in interest, or (ii) in or to any of the assets of any other party in interest, and, until the Effective Date, all such rights are specifically reserved. In the event that the Combined Plan and Disclosure Statement is not confirmed or fails to become effective, neither the Combined Plan and Disclosure Statement nor any statement contained in the Combined Plan and Disclosure Statement may be used or relied upon in any manner in any suit, action, proceeding, or controversy within or without the Chapter 11 Case involving the Debtor, except with respect to Confirmation of the Combined Plan and Disclosure Statement.

19.6 Defects, Omissions and Amendments.

The Plan Proponents and with the approval of the Bankruptcy Court and without notice to all Holders of Claims or Interests, insofar as it does not materially and adversely affect Holders of Claims, correct any defect, omission, or inconsistency in the Combined Plan and Disclosure Statement in such manner and to such extent as may be necessary or desirable to expedite the execution of the Combined Plan and Disclosure Statement. The Combined Plan and Disclosure Statement may be altered or amended before or after Confirmation as provided in Section 1127 of the Bankruptcy Code if, in the opinion of the Bankruptcy Court, the modification does not materially and adversely affect the interests of Holders of Claims, so long as the Combined Plan and Disclosure Statement, as modified, complies with Sections 1122 and 1123 of the Bankruptcy Code and the Debtor has complied with Section 1125 of the Bankruptcy Code. The Combined Plan and Disclosure Statement may be altered or amended before or after the Confirmation Date but, prior to substantial Consummation, in a manner which, in the opinion of the Bankruptcy Court, materially and adversely affects Holders of Claims, so long as the Combined Plan and Disclosure Statement, as modified, complies with Bankruptcy Code Sections 1122 and 1123, the Plan Proponents have complied with Bankruptcy Code Section 1125 and, after notice and a hearing, the Bankruptcy Court confirms such Plan, as modified, under Bankruptcy Code Section 1129.

19.7 Filing of Additional Documents.

The Debtor or Plan Administrator, as applicable, shall file with the Bankruptcy Court such agreements, instruments, pleadings, orders, papers, or other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

19.8 Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and/or assigns of such Entity.

19.9 Setoffs and Recoupments.

The Plan Administrator may, but shall not be required to, set off against or recoup from the payments to be made pursuant to the Plan in respect of a Claim, any claim of any nature whatsoever that the Debtor, or the Estate, as applicable, may have against the Holder of such Claim, but neither the failure to do so or the allowance of any Claim hereunder shall constitute a waiver or release of any such claim by the Debtor, the Plan Administrator, or the Estate, against such Holder.

19.10 Tax Exemption.

Pursuant to Section 1146 of the Bankruptcy Code, the issuance, transfer, or exchange of any security under the Plan, or the execution, delivery, or recording of an instrument of transfer pursuant to, in implementation of, or as contemplated by the Plan, including, without limitation, any transfers to or by the Debtor, if on the Effective Date, and the Plan Administrator, if after the Effective Date, of the Debtor's property in implementation of or as contemplated by the Plan (including, without limitation, any subsequent transfer of property by the Plan Administrator) shall not be taxed under any state or local law imposing a stamp tax, transfer tax, or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or Governmental Unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

19.11 Implementation.

Upon Confirmation, the Debtor shall be authorized to take all steps and execute all documents necessary to effectuate the provisions contained in the Plan.

19.12 Record Date.

To the extent a "Record Date" is required for implementation of the Plan, the record date shall be the voting record date established by the Bankruptcy Court in the order conditionally approving the Disclosure Statement or such other date as the Bankruptcy Court may set.

19.13 Certain Actions.

By reason of entry of the Confirmation Order, prior to, on, or after the Effective Date (as appropriate), all matters provided for under the Plan that would otherwise require approval of members, managers or other interest holders of the Debtor under the Plan, including, without limitation, (i) the distribution of Cash pursuant to the Plan, (ii) the adoption, execution, delivery, and implementation of all contracts, leases, instruments, releases, and other agreements or documents related to the Plan, and (iii) the adoption, execution, and implementation of other matters provided for under the Plan involving the company or organizational structure of the Debtor, shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate), pursuant to applicable corporation/limited liability company laws, without any requirement of further action by the members, managers or other interest holders of the Debtor, irrespective of whether the Confirmation Order specifically authorizes any such action.

Effective upon the Effective Date, the Debtor's formation documents shall each be deemed amended to prohibit the issuance by the Debtor of nonvoting securities to the extent required under Section 1123(a)(6) of the Bankruptcy Code.

On or as soon as practicable following the Effective Date, the Plan Administrator shall be authorized to cancel, annul, and extinguish all Interests.

19.14 Substantial Consummation.

On the Effective Date, the Plan shall be deemed substantially consummated under Bankruptcy Code Sections 1101 and 1127(b).

19.15 Governing Law.

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit hereto or a schedule in the Plan Supplement provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

19.16 Entire Agreement.

On the Effective Date, the Plan and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

SECTION 20
RECOMMENDATION

The Plan Proponents strongly recommend that all creditors receiving a Ballot vote in favor of the Plan. The Plan Proponents believe that the Plan is in the best interests of creditors. The Plan as structured, among other things, allows creditors with Allowed Claims to participate in distributions believed to be in excess of those that would otherwise be available were the Chapter 11 Case dismissed or converted under Chapter 7 of the Bankruptcy Code and minimizes delays in recoveries to creditors.

FOR ALL THE REASONS SET FORTH IN THIS DISCLOSURE STATEMENT, THE PLAN PROPONENTS BELIEVE THAT THE CONFIRMATION AND CONSUMMATION OF THE PLAN IS PREFERABLE TO ALL OTHER ALTERNATIVES. THE PLAN PROPONENTS URGE ALL CREDITORS ENTITLED TO VOTE TO ACCEPT THE PLAN AND TO EVIDENCE SUCH ACCEPTANCE BY RETURNING THEIR BALLOTS SO THAT THEY WILL BE RECEIVED BY 4:00 P.M. EASTERN TIME ON OCTOBER 5, 2023.

Dated: August 25, 2023

Respectfully submitted,

MORRIS JAMES LLP

/s/ Jeffrey R. Waxman

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and

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Counsel to the Debtor and Debtor in Possession

EXHIBIT A

Corporate Chart

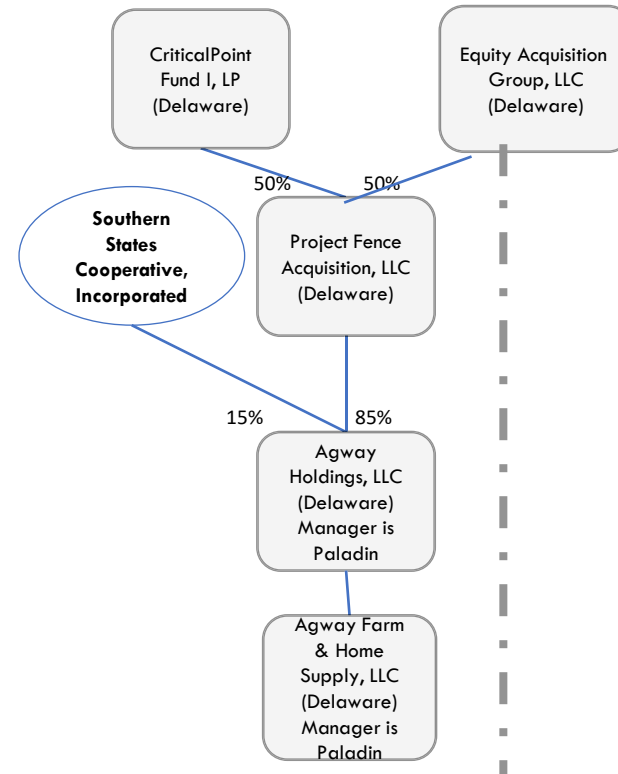
Agway Organizational Chart

Key:

ULTIMATE OWNERS

Unaffiliated Third Party

Portfolio Company
(Formation Jurisdiction)
(Ownership %)



AGWAY

EXHIBIT B

Liquidation Analysis

Agway Waterfall Recovery Scenarios
As of 7.25.23

Recovery Scenarios			
Chapter 11 Recovery Analysis			
		Best Case	Worst Case
Notes Operations ending		10/6/2023	10/6/2023
A	Cash as of 6/30/2023	\$ 4,698,054	\$ 4,698,054
Plus: Additional Cash Receipts			
B	Accounts Receivable Collections	\$ 386,916	\$ 193,458
C	Avoidance Actions based on SOFA	600,000	300,000
D	Recovery from Litigation	TBD	TBD
Total Additional Cash Receipts		\$ 986,916	\$ 493,458
Less: Cash Disbursements Post Closing Operations			
E	Payroll and Taxes	\$ 144,545	\$ 189,091
	Other Expenses	100,000	125,000
F	Accrued but unpaid professional fees	667,470	667,470
G	Professional Fees (July 1, 2023 - Oct 6, 2023)	387,273	580,909
Total Cash Disbursements Post Closing Operations		\$ 1,299,288	\$ 1,562,470
Total Available before Liquidating Trust Funding		\$ 4,385,682	\$ 3,629,042
H	Liquidating Trust Professionals	350,000	500,000
Total Available for Distribution		\$ 4,035,682	\$ 3,129,042
Total Claim Amount		\$ 29,445,017	\$ 46,249,177
% Recovery		13.7%	6.8%

Note: Proration for partial month ending October 6, 2023 based on business days.

A: Cash balance of \$4,698,054 based on June 2023 MOR.

B: A/R balance of \$773,832 based on June 2023 MOR. High scenario assumes 50% recovery,
Low scenario assumes 25% recovery.

C: Payments to creditors within 90 days estimated at \$3,000,000 based on [Dkt. 131].
High scenario assumes 20% recovery, low scenario assumes 10% recovery.

D: Recoveries from outstanding litigation have not been determined, and any recoveries
would increase the distributable amount to creditors.

E: Monthly payroll has been averaging ~\$80,000 from March to June 2023. The analysis assumes \$80,000 in July with a 50%, 25%, and 25%
reduction in August, September, and the partial month ending October 6, 2023, respectively under the high scenario and a
50%, 75%, and 75% reduction in July, August, September, and the partial month ending October 6, 2023, respectively under
the low scenario. Prorated for partial month ending October 6, 2023.

F: Accrued professional fees according to Schedule of Payments to Professionals from Debtor and Fee Applications filed with the court.

G: Professional fees assumed to be \$120,000 per month under the high scenario and \$180,000 per
month under the low scenario. Prorated for partial month ending October 6, 2023.

H: Liquidation Trust Professionals will likely be UCC professionals who have institutional knowledge of the case,
therefore, the fees would be lower than a Chapter 7.

Agway Waterfall Recovery Scenarios
As of 7.25.23

Recovery Scenarios			
Chapter 7 Liquidation Recovery Scenario			
		Best Case	Worst Case
Notes Operations ending		10/6/2023	10/6/2023
A	Cash as of 6/30/2023	\$ 4,698,054	\$ 4,698,054
	Plus: Additional Cash Receipts		
B	Accounts Receivable Collections	\$ 309,533	\$ 154,766
C	Avoidance Actions based on SOFA	450,000	225,000
D	Recovery from Litigation	TBD	TBD
	Total Additional Cash Receipts	\$ 759,533	\$ 379,766
	Less: Cash Disbursements Post Closing Operations		
E	Payroll and Taxes	\$ 144,545	\$ 189,091
	Other Expenses	100,000	125,000
F	Accrued but unpaid professional fees	667,470	667,470
G	Professional Fees (July 1, 2023 - Oct 6, 2023)	387,273	580,909
	Total Cash Disbursements Post Closing Operations	\$ 1,299,288	\$ 1,562,470
	Total Available before Chapter 7 Trustee Fees	\$ 4,158,299	\$ 3,515,350
H	Chapter 7 Trustee Statutory Fees (3%)	106,749	81,461
I	Chapter 7 Trustee Professional Fees	600,000	1,000,000
	Total Available for Distribution	\$ 3,451,550	\$ 2,433,890
	Total Claim Amount	\$ 29,445,017	\$ 46,249,177
	% Recovery	11.7%	5.3%

Note: Proration for partial month ending October 6, 2023 based on business days.

- A: Cash balance of \$4,698,054 based on June 2023 MOR.
- B: A/R balance of \$773,832 based on June 2023 MOR. High scenario assumes 40% recovery, Low scenario assumes 20% recovery. Recovery percentages are lower than in Chapter 11 because it is likely that the Chapter 7 Trustee will settle quicker to bring funds into the estate.
- C: Payments to creditors within 90 days estimated at \$3,000,000 based on [Dkt. 131]. High scenario assumes 15% recovery, low scenario assumes 7.5% recovery. Recovery percentages are lower than in Chapter 11 because it is likely that the Chapter 7 Trustee will settle quicker to bring funds into the estate.
- D: Recoveries from outstanding litigation have not been determined, and any recoveries would increase the distributable amount to creditors.
- E: Monthly payroll has been averaging ~\$80,000 from March to June 2023. The analysis assumes \$80,000 in July with a 50%, 25%, and 25% reduction in August, September, and the partial month ending October 6, 2023, respectively under the high scenario and a 50%, 75%, and 75% reduction in July, August, September, and the partial month ending October 6, 2023, respectively under the low scenario. Prorated for partial month ending October 6, 2023.
- F: Accrued professional fees according to Schedule of Payments to Professionals from Debtor and Fee Applications filed with the court.
- G: Professional fees assumed to be \$120,000 per month under the high scenario and \$180,000 per month under the low scenario. Prorated for partial month ending October 6, 2023.
- H: Chapter 7 Trustee Statutory Fees equal to 3% of distributable funds.
- I: Chapter 7 Trustee Professional Fees estimated between \$600,000-\$1,000,000. Estimate based on Chapter 7 Trustee and FA having to get up to speed and having no institutional knowledge.

Exhibit B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

AGWAY FARM & HOME SUPPLY, LLC,

Debtor.¹

Chapter 11

Case No. 22-10602 (JKS)

**CLASS 3 (GENERAL UNSECURED CLAIMS) BALLOT FOR
ACCEPTING OR REJECTING COMBINED DISCLOSURE STATEMENT
AND JOINT PLAN OF LIQUIDATION**

PLEASE TAKE NOTICE THAT on August 29, 2023, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”)² entered an Order (I) Granting Permission to File a Combined Plan and Disclosure Statement; (II) Approving the Disclosure Statement on an Interim Basis; (III) Approving the Solicitation, Notice and Tabulation Procedures and the Forms Related Thereto; and (IV) Scheduling a Joint Hearing to Consider Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto (the “Solicitation Procedures Order”). A copy of the Solicitation Procedures Order is available on the Bankruptcy Court’s website (ecf.deb.uscourts.gov) or by visiting the Balloting Agent’s website for this case at <https://cases.stretto.com/Agway>, under the tabs “Plan & Solicitation” or “Search Court Docket.” By no later than September 28, 2023, the Debtor shall file a supplement to the Plan which shall identify the proposed Plan Administrator and compensation to be received.

This ballot is being provided to you because records indicate that you are a Holder of a Class 3 Claim (General Unsecured Claims) as of **August 7, 2023** (the “Voting Record Date”), and, accordingly, you have a right to vote to accept or reject the Plan. This Ballot may not be used for any purpose other than for submitting votes with respect to the Plan.

**ANY BALLOTS SUBMITTED MUST BE ACTUALLY RECEIVED NO LATER
THAN OCTOBER 5, 2023 AT 4:00 P.M. (ET) (the “Voting Deadline”). IT IS NOT
SUFFICIENT FOR THE BALLOT TO BE POST-MARKED ON THE VOTING
DEADLINE. Please see page 4 of this Ballot for information on how and where to submit
the Ballot.**

Your rights are described in the Plan. Please read the Plan and follow the enclosed voting instructions carefully before completing this ballot. You may wish to seek legal advice concerning this Ballot, the Plan, or your treatment under the Plan. Please note that the

¹ The last four digits of the Debtor’s federal tax identification number are 1247. The Debtor’s address is 6606 W. Broad Street, Richmond, VA 23230.

² Capitalized terms used but not otherwise defined herein shall have meanings ascribed to them in the Plan.

Balloting Agent, defined below, cannot provide legal advice.

You must submit your ballot to Stretto, the Debtor's Balloting Agent (the "Balloting Agent"), by mail, hand delivery or overnight delivery to the address on page 4 below. Alternatively, Ballots may be submitted to the Balloting Agent through the E-Balloting portal at: <https://cases.stretto.com/Agway>.

To submit your Ballot via the Balloting Agent's online portal, please visit <https://balloting.stretto.com> and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique eBallot Password: _____

The Balloting Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each eBallot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each eBallot ID# you receive, as applicable.

Creditors who cast a Ballot using the Balloting Agent's online portal should NOT also submit a paper Ballot.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of claims in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code.

THIS BALLOT MUST BE ACTUALLY RECEIVED BY 4:00 P.M. (EASTERN TIME) ON OCTOBER 5, 2023.

If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you have voted.

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the materials delivered with this ballot.

Item 1. Amount of Class 3 Claim (General Unsecured Claims)

The undersigned hereby certifies that as of August 7, 2023, the undersigned was the owner (or authorized signatory for an owner) of a General Unsecured Claim in the amount of \$ ____.

Item 2. Vote of Class 3 Claim

The Holder of the Class 3 Claim set forth in Item 1 votes to (please check one):

Accept the Plan (votes FOR) <input type="checkbox"/>	Reject the Plan (votes AGAINST) <input type="checkbox"/>
--	--

Your rights are described in the Plan. Please read and follow the enclosed voting instructions carefully before completing this ballot.

Item 3. Certifications.

Upon execution of this Ballot, the undersigned certifies that:

1. as of the Voting Record Date, the undersigned was the owner (or authorized signatory for an owner) of a Class 3 Claim in the amount set forth in Item 1;
2. the Holder is eligible to be treated as the Holder of the Class 3 Claim set forth in Item 1 for the purposes of voting on the Plan;
3. the Holder has received a copy of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
4. the Holder has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
5. the Holder understands and acknowledges that only the latest-dated, properly executed Ballot cast and actually received by the Voting Deadline with respect to the Class 3 Claim set forth in Item 1 will be counted, and, if any other Ballot has been previously cast with respect to the Class 3 Claim set forth in Item 1, such other Ballot shall be deemed revoked;
6. the Holder understands and acknowledges that the Debtor shall verify the amount of the Class 3 Claim held by the Holder as of the Voting Record Date set forth in Item 1.
7. the Holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Item 4. Holder Information and Signature.

Name of Holder: _____
(print or type)

Signature: _____

Name of Signatory: _____
(if other than Holder)

Title: _____

Address: _____

E-mail (Optional) _____

Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT
PROMPTLY BY MAIL TO, HAND DELIVERY OR OVERNIGHT DELIVERY TO**

Agway Farm & Home Supply, LLC Ballot Processing
c/o Stretto, Inc.
410 Exchange, Suite 100
Irvine, CA 92602

**Alternatively, Ballots may be submitted to the Balloting Agent through
the E-Balloting Portal at <https://balloting.stretto.com>.**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE,
WHICH IS 4:00 P.M. (EASTERN TIME) ON OCTOBER 5, 2023.**

**If you have any questions, please contact the Balloting Agent at: Telephone:
(855) 524-4552; or emailing TeamAgway@stretto.com**

VOTING INSTRUCTIONS FOR CLASS 3 (GENERAL UNSECURED CLAIMS)

1. As described in the Plan, the Debtor is soliciting the votes of Holders of Class 3 Claims with respect to the Plan. The Plan is included in the Solicitation Package you are receiving with the Ballot. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Plan.
2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in

number of claims in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code.

3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in Item 3 of the Ballot; and (c) sign and return the Ballot in accordance with the instructions on the Ballot so that it is **actually received by the Voting Deadline**. The delivery of a Ballot will be deemed made only when the Balloting Agent has actually received the original, executed Ballot or the Ballot is accepted through the Balloting Agent's online Ballot submission portal on the Balloting Agent's website.
4. The time by which a Ballot is **actually received** by the Balloting Agent shall be the time used to determine whether a Ballot has been submitted by the Voting Deadline. The Voting Deadline is **October 5, 2023 at 4:00 p.m.** (Eastern Time).
5. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtor determines otherwise or as permitted by the Bankruptcy Court. In all cases, Holders should allow sufficient time to assure timely delivery. No Ballot should be sent to any party other than the Balloting Agent at the address above.
6. If multiple Ballots are received from an individual Holder with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received and properly executed will supersede and revoke any previously received Ballot, and only the last Ballot received before the Voting Deadline shall be counted.
7. If a Holder of a Claim casts multiple Ballots on account of the same Claim or Class of Claims, which are received by the Balloting Agent on the same day, but which are voted inconsistently, such Ballots shall not be counted.
8. If a Holder of a Claim submits a duplicate paper Ballot and an electronic Ballot (as provided for using the E-Ballot platform on the Balloting Agent's website), only the electronic Ballot will be counted.
9. For purposes of the numerosity and amount requirements of section 1126(c) of the Bankruptcy Code, to the extent that it is possible to do so, separate Claims held by a single Creditor against the Debtor in Class 3 will be aggregated as if such Creditor held a single Claim against the Debtor in Class 3, and the votes related to those Claims shall be treated as a single vote on the Plan.
10. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan.
11. The Ballot does not constitute, and shall not be deemed to be: (a) a proof of claim or interest; or (b) an assertion or admission with respect to any claim or interest.
12. Please be sure to sign and date your Ballot. If you are completing the Ballot on behalf of an Entity, indicate your relationship with that Entity and the capacity in which you are signing.

13. You must vote your entire Class 3 Claim, whether you have a single or multiple claims within Class 3, either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
14. In the event a Claim is transferred after the transferor has executed and submitted a Ballot to the Balloting Agent, the transferee of such Claim shall be bound by any such vote (and the consequences thereof) made by the Holder of such transferred Claim as of the Voting Record Date.
15. Any Ballot that is properly completed, executed, and timely returned to the Balloting Agent that fails to indicate acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.
16. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder; (b) any Ballot cast by a Person or Entity that does not hold a Claim or Interest in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan, or marked to partially reject and partially accept the Plan; and/or (e) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.
17. Unless otherwise provided, if you have delivered a valid Ballot for the acceptance or rejection of the Plan, you may withdraw such acceptance or rejection by delivering a written notice of withdrawal to the Balloting Agent at any time prior to the Voting Deadline. To be valid, a notice of withdrawal must (i) contain the description of the Claim(s) to which it relates, and the aggregate principal amount represented by such Claim(s), (ii) be signed by the withdrawing party in the same manner as the Ballot being withdrawn, and (iii) contain a certification that the withdrawing party owns the Claim(s) and possesses the right to withdraw the vote sought to be withdrawn. The Debtor expressly reserves the right to contest the validity of any such withdrawals of Ballots.
18. Subject to any contrary order of the Court, the Debtor, in consultation with the Committee, reserves the right to reject any and all Ballots that are not in proper form.
19. Subject to any contrary order of the Court, the Debtor, in consultation with the Committee, reserves the right to waive any defects, irregularities or conditions of delivery as to any particular Ballot, including failure to timely file such Ballot.
20. Unless otherwise ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtor (or the Court) determines, and delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived.
21. Neither the Debtor nor any other person or entity will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, nor will any such party incur any liability for failure to provide such notification. Ballots previously

furnished (and as to which any irregularities have not theretofore been cured or waived) will not be counted (except as set forth above).

Exhibit C

**Exhibit C**

Served via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
13605 Carroll Co Coop Inc - Galax Br	Attn: Susan Randall	201 Meadow Street			Galax	VA	24333	
15526 Southern States Marlinton Coop		719 Third Avenue			Marlinton	WV	24954	
17126 Petersburg Coop, Inc	Attn: Kristi L Mongold	15 Potomac Ave			Petersburg	WV	26847	
A Duie Pyle Trucking Inc.		PO Box 564			West Chester	PA	19381-0564	
A&B Milling Co Inc.		PO Box 278			Enfield	NC	27823	
Absorbent Products Ltd		724 Sarcee St E			Kamloops	BC	V2H 1E7	Canada
Accounting Principals		10151 Deerwood Park Blvd 200-400			Jacksonville	FL	32256	
ACF Inc.		PO Box 745875			Atlanta	GA	30374-5875	
ACME General Supply		11234 Air Park Rd			Ashland	VA	23005	
ACME Paper And Supply Co		PO Box 422			Savage	MD	20763	
Advanced Drainage Sys Inc.		PO Box 631130			Cincinnati	OH	45263-1130	
AGRATRONIX	1780 MILLER PKWY				STREETSBORO	OH	44241	
AGRIVENTURES RETAIL		126 HOUSATONIC AVE			NEW MILFORD	CT	06776-0000	
Allianz Trade Americas as Agent for ETHICAL PRODUCTS, INC.		800 Red Brook Blvd, #400C			Owings Mills	MD	21117	
Allianz Trade Americas as Agent for HYDROFARM, LLC		800 Red Brook Blvd, #400C			Owings Mills	MD	21117	
Allianz Trade Americas as Agent for SOMERSET HARDWOOD FLOORING, INC.		800 Red Brook Blvd, #400C			Owings Mills	MD	21117	
Allied Seed LLC		PO Box 2500			Bloomington	IL	61702-2500	
AMA Transportation Inc.		14 Dunham Rd			Billerica	MA	01821	
American Colloid Company	Attn: Sara Sehdev	1 Highland Ave			Bethlehem	PA	18017	
American Wood Fibers Inc.	Attn: Owen Ward	9740 Patuxent Woods Dr	Suite 500		Columbia	MD	21046	
American Wood Fibers Inc. - Circleville, OH		9740 Patuxent Woods Dr			Columbia	MD	21046	
American Wood Fibers Inc. - Dixfield, ME		9740 Patuxent Woods Dr			Columbia	MD	21046	
American Wood Fibers Inc. - Jessup, MD		9740 Patuxent Woods Dr			Columbia	MD	21046	
American Wood Fibers Inc. - Lebanon, KY		9740 Patuxent Woods Dr			Columbia	MD	21046	
American Wood Fibers Inc. - Marion, VA		9740 Patuxent Woods Dr			Columbia	MD	21046	
American Wood Fibers Inc. - Somerset, KY		9740 Patuxent Woods Dr			Columbia	MD	21046	
American Wood Fibers Inc. - Troy, VA		9740 Patuxent Woods Dr			Columbia	MD	21046	
Ancra International LLC		25591 Network Place			Chicago	IL	60673-1255	
Ani-Logics Outdoors		PO Box 158			Worthington	MN	56187	
Animal Health International, Inc.	c/o Goodman Allen Donnelly, PLLC	Attn: Donna J. Hall	150 Boush Street, Suite 900		Norfolk	VA	23510	
Aquascape Designs Inc.		PO Box 2022			Aurora	IL	60507-2022	
Argee Corp		9550 Pathway St			Santee	CA	92071	
Argo Partners [as Assignee of Behlen Mfg. Co.]	Attn: Paul Berg	12 W 37th St	Suite 900		New York	NY	10018	
Argo Partners [as Assignee of Border Concepts Inc.]	Attn: Paul Berg	12 W 37th St	Suite 900		New York	NY	10018	
Argo Partners [as Assignee of Boss Pet Products Inc]		12 West 37th Street	Ste 900		New York	NY	10018	
Argo Partners [as Assignee of Classic Brands LLC]		12 West 37th Street	Ste 900		New York	NY	10018	
Argo Partners [as Assignee of Coast of Maine Brands - Quarryville]		12 West 37th Street	Ste 900		New York	NY	10018	
Argo Partners [as Assignee of Coast of Maine Brands]		12 West 37th Street	Ste 900		New York	NY	10018	
Argo Partners [as Assignee of Cox Shavings Inc]		12 West 37th Street	Ste 900		New York	NY	10018	
Argo Partners [as Assignee of Evergreen Enterprises]		12 West 37th Street	Ste 900		New York	NY	10018	
Argo Partners [as Assignee of Mascot Pecan Co]	Attn: Paul Berg	12 W 37th St	Suite 900		New York	NY	10018	
Argo Partners [as Assignee of McCutcheons]		12 West 37th Street	Ste 900		New York	NY	10018	
Argo Partners [as Assignee of Melnor Inc]		12 West 37th Street	Ste 900		New York	NY	10018	
Argo Partners [as Assignee of Michigan Peat]		12 West 37th Street	Ste 900		New York	NY	10018	
Argo Partners [as Assignee of Midwestern Pet Foods Inc]		12 West 37th Street	Ste 900		New York	NY	10018	
Argo Partners [as Assignee of North Central Companies]		12 West 37th Street	Ste 900		New York	NY	10018	
Argo Partners [as Assignee of Songbird Essentials LLC]		12 West 37th Street	Ste 900		New York	NY	10018	
Argo Partners [as Assignee of Southeastern Freight Lines]		12 West 37th Street	Ste 900		New York	NY	10018	
Argo Partners [as Assignee of TCI Trucking & Warehousing]		12 West 37th Street	Ste 900		New York	NY	10018	
Argo Partners [as Assignee of Virginia Diner]	Attn: Paul Berg	12 W 37th St	Suite 900		New York	NY	10018	
Argo Partners [as Assignee of Woodstream Corp]		12 West 37th Street	Ste 900		New York	NY	10018	
ASM Industries/Pacer Pumps	Susan Hein	41 Industrial Circle			Lancaster	PA	17601	
Asmark Institute Inc.		4941 Goetz Dr			Owensboro	KY	42301	
Atlas Chemical Corporation		PO Box 141			Cedar Rapids	IA	52406	

**Exhibit C**

Served via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Atlas Paper Co		PO Box 2186			Woburn	MA	01888	
Austinville Limestone Co	Attn: Kevin Mann	223 Newtown Church Rd	PO Box 569		Austinville	VA	24312	
Automatic Trap	Blair Calder	19201 Sonoma Hwy 196			Sonoma	CA	95476	
Automotive Rentals, Inc. [ARI Fleet LT]	Attn: Frank Clement	4001 Leadenhall Road			Mount Laurel	NJ	08054	
Automotive Resources International		PO Box 5039			Mt. Laurel	NJ	08054	
Avanti		PO Box 67000	Dept 210401		Detroit	MI	48267-2104	
AVERITT EXPRESS INC		PO BOX 102159			Atlanta	GA	30368-0000	
BASF CORPORATION		100 Park Ave			Florham Park	NJ	07932-1089	
Behrens Manufacturing LLC		Lockbox 446060			St Paul	MN	55164-0076	
Bekaert Corporation	c/o Credit Department	Attn: Kimberly Keyes	1395 South Marietta Parkway	Building 500, Suite 100	Marietta	GA	30067	
Benebone LLC		7089 Queenscourt Ln			Macungie	PA	18062	
Bennetts Creek Nursery		17497 Benns Church Blvd			Smithfield	VA	23430	
Berne Apparel Company	Attn: Shannon Rose	2501 E 850 N	PO Box 530		Ossian	IN	46777-0530	
Berry Global Films	Deborah Tenore - Credit Manager	101 Oakley Street			Evansville	IN	47710	
Best Bee Brothers LLC	Attn: Jodie McGowan	12745 W Townsend St			Brookfield	WI	53005	
Big & J Industries, LLC	Attn: Brittini Meyer	208 N. Wheeler Ave			Grand Island	NE	68801	
Bio Lab Inc		Dept Ch 14106			Palatine	IL	60055-1406	
Black Gold Compost Co		PO Box 190			Oxford	FL	34484-0190	
Bloem LLC		PO Box 583			Hudsonville	MI	49426	
Bluegrass Treated Wood Inc.		12015 Jefferson St			Mitchell	GA	30820	
Bonide Products Co Inc.	Attn: Mark Hough	8601 Six Forks Road, Suite 300			Raleigh	NC	27615	
Boss Manufacturing Company	c/o West Chester Holding LLC	25 British American Blvd			Latham	NY	12110-1405	
Botanical Interests		660 Compton St	Unit A		Broomfield	CO	80020	
Bradford Capital Holdings, LP [as Assignee of Agri-Fab, Inc]	Attn: Brian L. Brager	PO Box 4353			Clifton	NJ	07012	
Bradford Capital Holdings, LP [as Assignee of CMC Steel]	c/o Bradford Capital Management, LLC	Attn: Brian Brager	PO Box 4353		Clifton	NJ	07012	
Bradford Capital Holdings, LP [as Assignee of Dare Products Inc.]	Attn: Brian L. Brager	PO Box 4353			Clifton	NJ	07012	
Bradford Capital Holdings, LP [as Assignee of Milwaukee Metropolitan Sewerage District]	Attn: Brian L. Brager	PO Box 4353			Clifton	NJ	07012	
Bradford Capital Holdings, LP [as Assignee of WINA, LLC d/b/a Whitetail Institute of America]	Attn: Brian L. Brager	PO Box 4353			Clifton	NJ	07012	
Bradford Capital Holdings, LP [as Assignee of Woodgrain Millwork Inc.]	Attn: Brian L. Brager	PO Box 4353			Clifton	NJ	07012	
Buds & Blooms Nursery Inc.		7501 US Hwy 29 N			Brown Summit	NC	27214	
Burpee Garden Products Co		PO Box 536755			Pittsburgh	PA	15253-5909	
C E T C O		92 WY-37			Lovell	WY	82431-0000	
C&S Products Company Inc.		PO Box 4997			Des Moines	IA	50306-4997	
C2 Grant County Mulch Inc.		17554 Washington Hwy			Doswell	VA	23047	
Cam Too Camellia Nursery Inc.		805 Oakbury Ct			Greensboro	NC	27455	
Capital Forest Products	c/o Coface North America Insurance Company	Attn: Amy Schmidt	650 College Rd E	Ste 2005	Princeton	NJ	08540	
Cargill, Incorporated	Attn: Nicole Murphy	15407 McGinty Road W., MS 24			Wayzata	MN	55391	
Carhartt, Inc.	Adam Fredrick	5800 Mercury drive			Dearborn	MI	48126	
Carolina Greenhouse Plants Inc.	Attn: Joanne	PO BOX 1140			Kinston	NC	28503	
Carolina Soil Inc.		PO Box 1140			Kinston	NC	28503	
Cat Gloves		221 W First St			Kewanee	IL	61443	
Cavalor		3529 Corporate Dr			Dalton	GA	30721	
CCA Financial LLC	Attn: Sharon C Cole	7275 Glen Forest Drive	Suite 100		Henrico	VA	23226	
Central Garden and Pet	Jerry Zweiger	9390 Golden Trout St			Boise	ID	83704	
Central Pet Specialty [Kaytee]	Jerry Zweiger	9390 Golden Trout St			Boise	ID	83704	
Central Specialty Pet [Kaytee]	Jerry Zweiger	9390 Golden Trout St			Boise	ID	83704	
Centurion Garden & Outdoor Living	DEBORAH MORAN	6907 UNIVERSITY AVE 311			MIDDLETON	WI	53562	
CG ROXANE LLC		1210 S Hwy 395 PO Drawer A			Olancho	CA	93549-0000	
Church & Dwight Co Inc.		PO Box 95055			Chicago	IL	60694	
CLOVERDALE WAREHOUSE - F & H		PO BOX 459			Cloverdale	VA	24077-0459	
Coast Of Maine Brands		145 Newbury St			Portland	ME	04101	
Coastal Pet Product Inc.		PO Box 901304			Cleveland	OH	44190-1304	
Coburn Chemicals Inc.		12 Galloway Ave			Cockeysville	MD	21030	
COLD SPRING AVENUE LLC		360 COLD SPRING AVE			West Springfield	MA	01089-0000	
Colloid Environmental Tech LLC		1 Highland Ave			Bethlehem	PA	18017	
Compana Pet Brands		702 Spirit 40 Park Drive	Suite 107		Chesterfield	MO	63305	
Continental Industries Inc.		319 S Buckman	PO Box 865		Shepherdsville	KY	40165	
Cordex North America Inc.		501 Cambria Ave			Bensalem	PA	19020	
Corona Clipper Inc	Accounts Receivable	22440 Temescal Canyon Road			Corona	CA	92883	
Critical Point Advisors LLC		1230 Rosecrans Ave			Manhattan Beach	CA	90266	



Exhibit C

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Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
D&D Commodities Ltd		PO Box 359			Stephen	MN	56757	
Dano Group		4 Omega Drive			Stamford	CT	06907	
Decker Mfg Co		PO Box 370	312 Blondeau Street		Keokuk	IA	52632	
Diamond Farrier Co	Fred Ruddy	PO Box 1346			Shelbyville	KY	40066-1346	
Dimex LLC		28305 State Route 7			Marietta	OH	45750	
Dize Company		PO Box 937			Winston Salem	NC	27102	
Dorfman Pacific		PO Box 674620			Detroit	MI	48267-4620	
Doskocil Mfg Co Inc. Db a Petmate		PO Box 733418			Dallas	TX	75373-3418	
Drakes Farm Service [Drake's Farm Service Inc.]	Attn: Denny Drake	340 Logansport Rd			Morgantown	KY	42261	
DRIVER BROTHERS INC		27 NISWANDER RD			Staunton	VA	24401-0000	
DRP Resources, Inc.		1430 SE Huffman Rd			Port St Lucie	FL	34952	
Dry Creek Products Inc.		1160 Pittsford Victor Rd			Pittsford	NY	14534	
		1160 PITTSFORD VICTOR ROAD SUITE F 2ND F						
DRY CREEK ULYSSES PA					Pittsford	NY	14534-0000	
D-S Livestock Equipment, LLC	Attn: Dennis Schoenian	18059 National Pike			Frostburg	MD	21532	
Duke Pecan Co LLC		PO Box 555			West Point	MS	39773	
Duraflame Inc.		PO Box 8542			Pasadena	CA	91109-8542	
Dutch Valley Growers		22201 S US HWY 421			Lacrosse	IN	46348	
Dyk Automotive LLC		PO Box 74008910			Chicago	IL	60674-8910	
Earth Rated		1350 Rue Mazurette	Suite 308		Montreal	QC	H4N 1H2	Canada
Eastern Shore Forest Products Inc.		3667 Saint Lukes Rd			Salisbury	MD	21804	
Easy Gardener		PO Box 21025			Waco	TX	76702-1025	
EASY GARDNER JOBES ROSS		9696 International Blvd			CINCINNATI	OH	45246-0000	
EASY HEAT WOOD PELLETS CORP		15 Sprague Rd			South Charleston	OH	45368-0000	
Eaton Brothers Corp		3530 Lakeview Rd			Hamburg	NY	14075	
Elwood Staffing Services, Inc.	Sarah Stair	4111 Central Ave			Columbus	IN	47203	
EMSCO Inc. DBA EMS CO Group		PO Box 151			Girard	PA	16417	
Encap LLC		320 N Broadway	Suite 340		Greenbay	WI	54303	
Envirem Organics Ltd.	c/o Eaton Peabody	Attn: Shawn K. Doil, Esq.	PO Box 15235		Portland	ME	04112	
Epoch Rain Barrels		1413 Evans St			Greenville	NC	27834	
Euler hermes agent for CORDNA TWINE & CORDAGE INC (CLCA000675)		800 Red brook blvd.,	400 C		Owings Mills	MD	21117	
EVOLVED HABITATS		431 EAST SOUTH ST			Plano	IL	60545-0000	
EXCEL TRUCK GROUP		PO Box 7178			Roanoke	VA	24019-0000	
Expeditors International Of Washington Inc.		2550 Ellsmere Ave	Suite B		Norfolk	VA	23513	
F.M. Brown's Sons Inc.		205 Woodrow Ave			Sinking Spring	PA	19608	
Fair Harbor Capital, LLC [as Assignee of Earthway Products]		Ansonia Finance Station	PO Box 237037		New York	NY	10023	
Fair Harbor Capital, LLC [as Assignee of F B C Chemical Corporation]		Ansonia Finance Station	PO Box 237037		New York	NY	10023	
Fair Harbor Capital, LLC [as Assignee of Garmon Corporation (NaturVet)]		Ansonia Finance Station	PO Box 237037		New York	NY	10023	
Fair Harbor Capital, LLC [as Assignee of Redmond Minerals]		Ansonia Finance Station	PO Box 237037		New York	NY	10023	
Fair Harbor Capital, LLC [as Assignee of Tenax Corporation]		Ansonia Finance Station	PO Box 237037		New York	NY	10023	
Farm Innovators, Inc.	Benjamin Clark	2255 Walter Glaub Drive			Plymouth	IN	46563	
Federal Express		PO Box 371461			Pittsburg	PA	15250-7461	
Federal Insurance Company	c/o Chubb	Attn: Brian Rawson	202A Hall's Mill Road - 2E		Whitehouse Station	NJ	08889	
Festival Windchimes		PO Box 823			Manassas Park	VA	20113	
FIMCO, Inc d/b/a Ag Spray Equipment	Attn: Monica Clark	50 S Sixth St	Ste 1500		Minneapolis	MN	55402	
First Citizens Bank & Trust Company [CIT Bank]	Bankruptcy processing Solutions, Inc	PO Box 593007			San Antonio	TX	78259	
Flex O Glass Inc.- AG		PO Box 51400			Chicago	IL	60651-0400	
Foley & Lardner LLP	Mark Wolfson	100 Tampa Street, Suite 2700			Tampa	FL	33602	
Foliera Inc.		4655 Bartlett Rd			Beamsville	ON	L0R 1- 1B1	
Four Paws [Central Garden and Pet]	Jerry Zweiger	9390 Golden Trout St			Boise	ID	83704	
Franchise Tax Board	c/o Bankruptcy Section MS A340	PO Box 2952			Sacramento	CA	95812-2952	
Franklin Brothers Nursery		3193 Vicksboro Rd			Henderson	NC	27536	
Frost Cutlery Company LLC		PO Box 22636			Chattanooga	TN	37422	
Gaia Enterprises, Inc.		103 Roy Lane			Huntingdon	PA	19006	
Gardenscape		PO Box 184			Eau Claire	PA	16030	
Garmin International		1200 E 151st St			Olathe	KS	66062-3426	
Generac Power Systems, Inc.	c/o Wagner Falconer & Judd, Ltd	Fifth Street Towers	100 South Fifth Street, Suite 800		Minneapolis	MN	55402	
General Timber Inc.		625 Farmville Coal Mine Rd			Sanford	NC	27330	
General Tools & Instruments Company LLC	Attn: Polina Drusman	75 Seaview Drive			Secaucus	NJ	07094	
Ghost Controls LLC	Attn: Paty Paredes	3166 Hartsfield Road	Suite # 100		Tallahassee	FL	32303	
GHP Group Inc.	Attn: Erick Tafel	6440 W. Howard St.			Niles	IL	60714	

**Exhibit C**

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Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Gish Logging Inc.		4980 Path Valley Rd			Fort Loudon	PA	17224	
Glamos Wire, Inc.	David Isberner	2300 Main Street			Lino Lakes	MN	55038	
Global Harvest Foods	Global Harvest Foods	16000 Christensen Rd Ste 300	Attn : Accounting		Tukwila	WA	98188	
GRAGG FARM SUPPLY LLC		1920 HENDERSON MILL RD			MORGANTON	NC	28655-0000	
Grant County Mulch Inc	Ms. Tonya Berg	181 Mulch Drive			Petersburg	WV	26847	
Gratronix LLC		1780 Miller Pkwy			Streetsboro	OH	44241	
Graymont (Pa) Inc.		Box 200700			Pittsburgh	PA	15251-0700	
Great Southern Wood Preserving, Inc.	Christopher M. Mims	1100 US Highway 431 North	PO Box 610		Abbeville	AL	36310	
Green Garden Products (Seed)		PO Box 411163			Boston	MA	02241-1163	
Gregory Pallet and Lumber Co LLC		2005 Greenbrier Ave SE			Roanoke	VA	24013	
Growmark FS, LLC	Attn: Michael J. Lentz, Esq.	323 West Camden Street	Suite 700		Baltimore	MD	21201	
Growmark, Inc	c/o Lawrence Law LLC	Attn: Michael J. Lentz, Esq.	323 West Camden Street	Suite 700	Baltimore	MD	21201	
GSM OUTDOORS LLC		5250 Frye Rd			Irving	TX	75061-0000	
Gulf Stream H & G Inc. For Tech Pac LLC		PO Box 640822			Cincinnati	OH	45264-0822	
Hain Capital Investors Master Fund, LTD [as Assignee of Gallagher North America, Inc.]		301 Route 17 North	7th Floor		Rutherford	NJ	07070	
Hain Capital Investors Master Fund, LTD [as Assignee of Rhino Seed & Landscape Supply, LLC]		301 Route 17 North	7th Floor		Rutherford	NJ	07070	
HANES GEO COMPONENTS		500 N McLin Creek Rd			Conover	NC	28613-0457	
Happy Jack, Inc		PO Box 475	2122 Highway 258 South		Snow Hill	NC	28580	
Healthy Pet LP	Carol Rodgers, Accounts Receivable	6960 Salashan Parkway			Ferndale	WA	98248	
High Country Plastics Inc.		1502 Aviation Way			Caldwell	ID	83605	
Hoover's Hatchery Company, LLC	Attn: Beth Hancock	PO Box 200			Rudd	IA	50471	
HORIZON GLOBAL AMERICAS INC		PO Box 779094			Chicago	IL	60677-9094	
Hub Group, Inc.	Attn: Geoffrey F. De Martino	2002 Hub Group Way			Oak Brook	IL	60523	
Hundley Seed Co		PO Box 93			Champlain	VA	22438	
Hundred Farm Supply		PO Box 111	2 Virginia St		Hundred	WV	26575-0111	
HUVEPHARMA INC		525 Westpark Dr, Suite 230			Peachtree City	GA	30269-0000	
Hy Ko Products Inc.		60 Meadow Ln			Northfield	OH	44067-1415	
I Must Garden, LLC	Marilyn Cox	1500 Garner Rd - Ste D			Raleigh	NC	27610	
INDIPETS INC	ATTN: SUMIT SETHI	20 HAYPRESS RD	UNIT 324		CRANBURY	NJ	08502	
INLAND TARP & LINER INC		1600 N Main St			Fostoria	OH	44830-0000	
Intergro, LLC	Lennox Law, PA	PO Box 20505			Tampa	FL	33622	
Iron Will Farm Inc.		PO Box 152			Gaylordsville	CT	06755	
Jimmy Noel		2318 10th Street NW			Roanoke	VA	24012	
Johnson Controls Fire Protection LP [Simplex Grinnell]		10405 Crosspoint Blvd			Indianapolis	IN	46256	
Johnson's Milling & Feed, Inc.	Attn: Donna Johnson	8810 US Hwy 64-90 West			Taylorsville	NC	28681	
Jones Natural Chews Co		4960 28Th Ave			Rockford	IL	61109	
Justrite Safety Group		PO Box 207010			Dallas	TX	75320-7010	
KEN BROWN		PO BOX 1140			Kinston	NC	28503	
Ken Mulch		2708 Outer Loop Rd.			Louisville	KY	40219	
Kent Pet Group, Inc.	Attn: Lori Christy	2905 US Highway 61 N			Muscatine	IA	52761	
KENT PRECISION FOODS GROUP, INC.	ATTN: MARK RAUENBUEHLER AND LORI A CHRISTY	2905 US HIGHWAY 61 N			MUSCATINE	IA	52761	
Kik International LLC		Dept Ch 14106			Palentine	IL	60055-4106	
King AG Products Inc.		25584 N 65 Hwy			Carrollton	MO	64633	
Kontoor Brands	Anna Puryear	400 N Elm Street			Greensboro	NC	27401	
Kreamer Feed		215 Kreamer Ave			Kreamer	PA	17833	
Kwang Sung America Inc. Ksa Polymer		3 Point Dr	Suite 310		Brea	CA	92821	
Kylen Company LLC dba Outward Hound		15514 E Hinsdale Circle			Centennial	CO	80112	
Lacrosse Footwear Inc. - Lacrosse, WI		PO Box 1450 NW 5325			Minneapolis	MN	55485-5325	
LARRY LEFKOWITZ		4619 SURF AVE			BROOKLYN	NY	11224	
Lawrence D. Oliver Seed Company Inc.	Stephen Hardy & Cynthia Hardy	PO Box 156			Milton	VT	05468	
Lehigh Anthracite, LP	c/o Coface North America Insurance Company	650 College Rd E	Suite 2005		Princeton	NJ	08540	
Lexington Paint & Supply		103 Park Central Ct			Nicholasville	KY	40356	
Lhoist North America of Virginia Inc [Lhoist - Chemil Lime]	Attn: Legal	5600 Clearfork Main Street	Ste 300		Fort Worth	TX	76109	
LIBERTY DISTRIBUTION CO		3160 Hanford Drive			Lebanon	PA	17046-0000	
Liberty Mutual Insurance [Liberty Insurance Corp, Liberty Mutual Fire Insurance]	J. Lawson	100 Liberty Way			Dover	NH	03820	
Liberty Steel & Wire		75 Remittance Dr			Chicago	IL	60675	
LIGNETICS INC		PO BOX 631532			CINCINNATI	OH	45263-1532	
Lignetics of West Virginia - Strong, ME		PO Box 631532			Cincinnati	OH	45263-1532	
Lignetics of West Virginia Inc.		PO Box 631532			Cincinnati	OH	45263-1532	
Lignetics of West Virginia Inc. - Glenville, WV		PO Box 631532			Cincinnati	OH	45263-1532	

**Exhibit C**

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Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Logical Brand, Inc.		4900 Centennial Blvd			Nashville	TN	37209	
Longfellow's Greenhouses		81 Puddledock Road			Manchester	ME	04351	
Luster Leaf Products, Inc.	Sandy Ackman	1961 Dillard Court			Woodstock	IL	60098	
Madison Wood Preservers Inc.	Attn: President, General, or Managing Agent	216 Oak Park Rd			Madison	VA	22727	
Maine Woods Pellet Co., LLC		PO Box 1401	84 Harlow Street		Bangor	ME	04402-1401	
Manchester Tank & Equipment Co	Attn: David Jones	1000 Corporate Centre Dr	Ste 300		Franklin	TN	37067	
MANNA PRO PRODUCTS LLC		5750 NW 41St Street			Riverside	MO	64150-0000	
Mansfield Oil Company of Gainesville, Inc.	c/o Thompson, O'Brien, Kappler & Nasuti, PC	2 Sun Court	Suite 400		Peachtree Corners	GA	30092	
Mar Vo Mineral Co Inc.		115 E Bacon St			Hillsdale	MI	49242	
Master Gardner Co		5770 N Blackstock Rd			Spartanburg	SC	29303	
MCSB Inc. dba The Naked Bee	c/o Accounting	Attn: Jesus H. Chacon and Humberto Chacon	PO Box 11408		Knoxville	TN	37939	
Mercury Paint Corporation	c/o Jeff Berman	4808 Farragut Rd			Brooklyn	NY	11203	
Mibro Div of Richelieu America Ltd	Maria Domingues	237 N River Road Suite 2			Mount Clemens	MI	48043-1020	
Micron Bio Systems		PO Box 868			Buena Vista	VA	24416-0868	
Mid West Metal Products Co Inc.		PO Box 710363			Cincinnati	OH	45271-0221	
Midwest Can Company		10800 W Belmont Ave	Suite 200		Franklin Park	IL	60131	
Miller Manufacturing Company, Inc.	c/o Kutak Rock LLP	Attn: Jon K. Breyer	60 Sixth Street, Suite 3400		Minneapolis	MN	55402	
MOHEGAN SUN	Attn.: Gerry Gordon	1 Mohegan Sun Blvd			Uncasville	CT	06382-0000	
Monrovia Nursery Co	File 2260	1801 W Olympic Blvd			Pasadena	CA	91199-2260	
Moore Farm Inc.		2225 Hall Rd			Mount Ulla	NC	28125	
Morton Salt Inc.		Dept Ch 19973			Palatine	IL	60055	
Motomco Ltd		PO Box 8421			Madison	WI	53708	
Mr Heater Inc.		PO Box 74542			Cleveland	OH	44194-0002	
MSP Design Group		641 Phoenix Dr			Virginia Beach	VA	23452	
Mulch Manufacturing, Inc.	David Wargo	24200 County Road 561			Astatula	FL	34705	
MUNROE FEED & SUPPLY		200 FAIRVIEW AVE			REHOBOTH	MA	02769-0000	
National Salvage & Service Corporation	Mike Snapp	6755 Old SR 37			Bloomington	IN	47401	
National Union Fire Insurance Company of Pittsburgh, PA [as Assignee of Oklahoma Steel & Wire [Iowa Steel & Wire]]	c/o Adam L. Rosen PLLC	1051 Port Washington Blvd	PO Box 552		Port Washington	NY	11050	
Natures Way Bird Products LLC		9054 E Washington St			Chagrin Falls	OH	44023	
NC GRANITE CORP		151 Granite Quarry Trail			Mount Airy	NC	27030-0000	
Neat Distributing LLC	c/o Price Meese Shulman & D'Arminio, P.C.,	Attn: Rick A. Steinberg	50 Tice Boulevard, Suite 380		Woodcliff Lake	NJ	07677	
Neogen Corp		25153 Network Place			Chicago	IL	60673-1251	
Neptunes Harvest		88 Commercial St			Gloucester	MA	01930	
Netherland Bulb Company	Accts Receivable	2720 Industrial Way			Vineland	NJ	08360	
Nextstep Commercial Products	Steve Keller, CFO	625 Burt Street			Springfield	OH	45505	
NJ E-Z PASS	NJ E-Z PASS CUSTOMER SERVICE CENTER	PO BOX 4972			TRENTON	NJ	08650	
No Spill Inc.		10975 Benson Dr			Overland Park	KS	66210	
North Atlantic		100 Progress Ave			Springfield	MA	01104	
North States Industries Inc.		5455 Highway 169 N			Plymouth	MN	55442	
NOVOS LAW, LLP		1801 Century Park East, 16th floor			Los Angeles	CA	90067-0000	
Nutramax Laboratories Veterinary Science		946 Quality Dr			Lancaster	SC	29720	
Old Farmers Almanac	Attn: Accounts Receivable	PO Box 520	1121 Main St		Dublin	NH	03444	
OLD WORLD INDUSTRIES, LLC	ATTN: KIM KRUGMAN AND JOSEPHINE BENKERS	3100 SANDERS ROAD, SUITE 500			NORTHBROOK	IL	60062	
Oldcastle APG, Inc. [Oldcastle Architectural]	Attn: Tony C. Jones	CRH Americas, Inc.	900 Ashwood Parkway	Suite 600	Atlanta	GA	30338	
OLDCASTLE PATIO		481 Springwater Road			Poland Spring	ME	04274-0000	
OLDCASTLE SOIL & MULCHES		481 Springwater Road			Poland Spring	ME	04274-0000	
Orbit Irrigation Products, LLC	David Locher	PO Box 328			Bountiful	UT	84011	
Origin Point Brands LLC		PO Box 745130			Atlanta	GA	30374-5130	
OVEREZ CHICKEN COOP LLC		207 Redwood Ln			Manheim	PA	17545-0000	
PACKAGING CORP OF AMERICA		7500 Shadwell Dr Ste B			Roanoke	VA	24019-0000	
Parker Mccrory		2000 Forest Ave			Kansas City	MO	64108	
PARKER MCCRORY (PARTS ONLY)		2000 FOREST AVE			KANSAS CITY	MO	64108-0000	
Paslode NZ		PO Box 100 303			Auckland			New Zealand
PBI GORDON CORPORATION		PO BOX 504228			SAINT LOUIS	MO	63150-0000	
PDZ Company LLC	Attn: Tom Menner	1212 N Washinton St	Suite 107		Spokane	WA	99201	
Pet Adventures Worldwide Inc.		8494 Firebird Dr			West Chester	OH	45014	
Pet AG Inc.		PO Box 505258			St Louis	MO	63150-5258	
Pet Factory Inc.		845 East High St			Mundelein	IL	60060	
Phillips Feed & Pet Supply	David Landis	3747 Hecktown Road			Easton	PA	18045	
Pitt Ohio Express Inc.		PO Box 643271			Pittsburgh	PA	15264-3271	
Plant Food Company Inc.		38 Hightstown Cranbury			Cranbury	NJ	08512	

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Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
PLANTATION PRODUCTS LLC		3780 Tradeport Court			Lockbourne	OH	43137-0000	
Polygro, LLC	Lennox Law, PA	PO Box 20505			Tampa	FL	33622	
Polyvinyl Films Inc.		PO Box 753			Sutton	MA	01590	
Powerfields		344 Kendall Rd			Blairsville	PA	15717	
PRECIOUS CAT INC		6210 Clear Creek Pkwy			Cheyenne	WY	82007-1943	
Premier Horticulture Inc.		PO Box 671254			Dallas	TX	75267-1254	
Prides Corner Farms, Inc		122 Waterman Rd			Lebanon	CT	06249	
Profile Products LLC		36443 Treasury Center			Chicago	IL	60694-6400	
Pure Treats Inc	Attn: Jouda Jaouadi	373 Joseph Carrier			Vaudreuil Dorion	Quebec	J7V8N3	Canada
Purina Animal Nutrition, LLC		1080 County Rd F West			Shoreview	MN	55126	
QUICKEL, JAY		8014 W 131ST TERRACE			Overland Park	KS	66213-0000	
Quikrete		PO Box 930134			Atlanta	GA	31193	
Radio Systems Corporation	Donna Craig	10427 PetSafe Way			Knoxville	TN	37932	
Ragan & Massey LLC	Mike Massey	101 Ponchatoula Parkway			Ponchatoula	LA		
RALCO NUTRITION INC		600 Michigan Rd			Marshall	MN	56258-0000	
RB Rubber Products Inc.		PO Box 734035			Chicago	IL	60673-4035	
RED WING SHOES		314 Main St			Red Wing	MN	55066-0000	
Redbarn Pet Products Inc.		3229 E Spring St			Long Beach	CA	90806	
Redwood Multimodel		1765 N Elston Ave	Suite 301		Chicago	IL	60642	
RETAIL INTERNAL VENDOR		5949 St Rt 136			West Union	OH	45693-0000	
RICOH USA INC		300 Eagleview Blvd			Exton	PA	19341-0000	
Ridley Feed Ingrdnt		PO Box 74008549			Chicago	IL	60674-8549	
Riverbend Nursery LLC		1295 Mt Elbert Rd NW			Riner	VA	24149	
Roanoke Feed Mill		1003 Walnut Ave			Vinton	VA	24179	
Robert Half Management Resources		12400 Collections Center Dr			Chicago	IL	60693	
ROBIN BIG AND J INDUSTRIES LLC		208 N Wheeler Ave			Grand Island	NE	68801-0000	
Rocky Brands	c/o Customer Financial Services	Attn: Sara Bowe	39 E Canal St		Nelsonville	OH	45764	
Roto Salt Co., Inc	Attn: Ann Olney	118 Monell St			Penn Yan	NY	14527	
Royal Wood Shavings Inc.		2327 Bd Du Versant N #250			Quebec	Quebec	G1N 4C2	Canada
RSM LLC	Attn: President, General, or Managing Agent	5155 Paysphere Circle			Chicago	IL	60674	
RUBBERMAID COMM PRODS		75 REMITTANCE DRIVE SUITE 1167			Chicago	IL	60675-1167	
Rubbermaid Inc.		75 Remittance Dr	Suite 1167		Chicago	IL	60675-1167	
Ruckers Wholesale Service Co		PO Box 277			Bridgeport	IL	62417	
Rugg Manufacturing Corp	Attn: Robert Montolio	P.O. Box 142	248 Industrial Road		Leominster	MA	01453	
Rustoleum Corp		PO Box 931946			Cleveland	OH	44193	
Saint Gabriel Laboratories		14044 Litchfield Dr			Orange	VA	22960	
Sands Anderson PC Richmond Reg		1111 E Main St			Richmond	VA	23218	
Sandys Plants Inc.	c/o Sandy's Plants, Inc.	8011 Bell Creek Rd			Mechanicsville	VA	23111	
Saunders Brothers, Inc	Attn: Cheryl LaPuma and Emily A. Erikson	2717 Tye Brook Hwy			Piney River	VA	22964	
Scott Pet Products, Inc.	Attn: Courtney Hostetler	1543 N US Highway 41			Rockville	IN	47872-7146	
Scotts Company	Attn: President, General, or Managing Agent	14110 Scottslawn Rd			Marysville	OH	43041	
SCOTWOOD INDUSTRIES		PO BOX 959707			SAINT LOUIS	MO	63195-9707	
SCOTWOOD INDUSTRIES - FOB WESTFIELD, MA		PO BOX 414809			KANSAS CITY	MO	64141-4809	
Seedway Inc.		PO Box 250			Hall	NY	14463-0250	
SERGEANTS PET CARE PRODUCTS LLC		PO BOX 120383 DEPT 0383			DALLAS	TX	75312-0383	
Service Tool Co LLC		P. O. Box 12240			New Iberia	LA	70560	
Seymour Midwest LLC		PO Box 1674			Warsaw	IN	46581-1674	
Shameless Pets Inc.		474 N Lake Shore Dr			Chicago	IL	60611	
ShelterLogic	Attn: Amy Bellows	150 Callender Rd			Watertown	CT	06795	
Siffron		PO Box 932397			Cleveland	OH	44193	
Simmons Mfg Company		PO Box 100250			Atlanta	GA	30384	
Skouts Honor		3927 Oceanic Dr			Oceanside	CA	92056	
SL 323 Lockhouse Road LLC		195 Morristown Road			Basking Ridge	NJ	07920	
Smith Seed Services	Attn: Noah Daugherty	PO Box 288			Halsey	OR	97348	
Smittys Supply Inc.	Attn: Thomas Hood	63415 Hwy 51 N			Roseland	LA	70456	
SOLUCAL USA INC		308 NE Front St			Milford	De	19963-0000	
Somerset Pellet Fuel Co. 85216		PO Box 1075			Somerset	KY	42502	
Southeast Seed Inc.	c/o The Griffis Law Firm, LLC	13 SE 1st Avenue			Chiefland	FL	32626-0604	
Southern Container Corp of Wilson, Inc.	Harry Tyson	P.O. Box 216			Wilson	NC	27894	
Southern Outdoor Technologies, LLC		PO Box 1135			West Point	MS	39773	
Southern States Carroll County Cooperative, Incorporated	Susan Randall	PO Box 98	505 East Stuart Dr		Hillsville	VA	24343	
Southern States Chatham Cooperative Inc		968 Halifax Road			Chatham	VA	24531	
Southern States Co-Op Clarksburg		114 O'Days Place			Clarksburg	WV	26301	
Southern States Cooperative, Inc.	c/o Hirschler Fleischer PC	Attn: Stephen E. Leach	1676 International Drive	Suite 1350	Tysons	VA	22102	
Southern States Winchester Coop #19605	Stephanie Dailey	447 Amherst Street			Winchester	VA	22601	

**Exhibit C**

Served via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Spectrum Group		Dept Ch 14233			Palatine	IL	60055	
SPECTRUM PRODUCTS INC		500 Virginia Dr #514			Ft Washington	PA	19034-0000	
SPS Commerce Inc.		PO Box 205782			Dallas	TX	75320	
SS Winchester Coop Stephens City Branch # 19595	Stephanie Dailey	5784 Valley Pike			Stephens City	VA	22655	
SSC INC								
STA Rite Flotec Industries Inc.		13771 Collections Center Dr			Chicago	IL	60693	
Standlee Hay Company Inc. [Standlee Premium Products, LLC]	John O. Fitzgerald, II	22349 Kimberly Rd Ste E			Kimberly	ID	83341	
Slay Tuff Fence Manufacturing		2700 Central St			Poplar Bluff	MO	63901	
Stephens Pipe And Steel		PO Box 618			Russell Springs	KY	42642	
Stoltzfus Feed & Supply, Inc.	Melissa Geib	PO Box 427	80 Route 41		Gap	PA	17527	
Suburban Propane	Jade Diana	240 Route 10 West			Whippany	NJ	07462	
Sungro Horticulture Inc	Isabelle Vanstone	770 Silver Street			Agawam	MA	01001	
Sunset Vista Designs Co Inc.	Attn: Connie Wong	9850 Sixth St			Rancho Cucamonga	CA	91730	
Sunshine Mills, Inc.	Stuart M. Maples	Maples Law Firm, PC	200 Clinton Ave. W.	Suite 1000	Huntsville	AL	35801	
SWAN PRODUCTS INC		PO BOX 87618 DEPT #10369			Chicago	IL	60680-0618	
Sweet Meadow Farm [Albert Michaud]	Attn: Al Michaud	111 Coolidge St			Sherborn	MA	01770	
T F H PUBLICATIONS INC		P O BOX 847828			DALLAS	TX	75284-7828	
Tarter Gate Company LLC d/b/a Tarter Farm & Ranch Equipment	c/o Price Meese Shulman & D'Arminio, P.C.	Attn: Rick A. Steinberg	50 Tice Boulevard, Suite 380		Woodcliff Lake	NJ	07677	
TechPac [Garden Tech]	Jerry Zweiger	9390 Golden Trout St			Boise	ID	83704	
The Espoma Company	Jeremy Brunner, President	6 Espoma Road			Millville	NJ	08332	
The Gorman-Rupp Company [as Assignee of Tuthill Corp.-Fill Rite Division]	Attn: Brigitte Burnell	PO Box 1217			Mansfield	OH	44903	
The Higgins Group Corp.		2420 NW 116th St			Miami	FL	33167	
The Imagine Group, LLC		PO Box 603849			Charlotte	NC	28260-3849	
The J.M. Smucker Company [The J.M. Smucker Co. and Smucker Retail Foods, Inc]	Attn: Jackie Welch, Vice President - Litigation	One Strawberry Ln			Orville	OH	44667	
The KONG Company, LLC	Andrew Dallmann	16191 Table Mountain Pkwy			Golden	CO	80403	
The Lennox International Inc.	c/o Law Office of R. Bruce Fickley PC	Attn: R. Bruce Fickley, Esq.	PO Box 4005		Roanoke	VA	24015	
The Scotts Company LLC	c/o Vorys, Sater, Seymour and Pease LLP	Attn: Tiffany Strelow Cobb	52 East Gay Street		Columbus	OH	43215	
The Wild Bone Company		140 Jalyn Dr			New Holland	PA	17557	
Thermacell Repellents Inc.		26 Crosby Dr			Bedford	MA	01730	
Therm-O-Rock East, Inc.		100 Pine Street	PO Box 429		New Eagle	PA	15067	
Tobb Products LLC		PO Box 871			Lebanon	MO	65536	
TOTAL QUALITY LOGISTICS INC		PO Box 634558			Cincinnati	OH	45263-0000	
TRC Master Fund LLC [as Assignee of Garant GP]	Attn: Terrel Ross	PO Box 633			Woodmere	NY	11598	
TRC Master Fund LLC [as Assignee of Green Thumb Com]	Attn: Terrel Ross	PO Box 633			Woodmere	NY	11598	
TRC Master Fund LLC [as Assignee of Pearl Valley Farms Inc.]	Attn: Terrel Ross	PO Box 633			Woodmere	NY	11598	
TRC Master Fund LLC [as Assignee of Pine Tree Farms Inc.]	Attn: Terrel Ross	PO Box 633			Woodmere	NY	11598	
TRC Master Fund LLC [North West Rubber Ltd.]	Attn: Terrel Ross	P.O. Box 633			Woodmere	NY	11598	
TRC Master Fund, LLC [as Assignee of Chapin International Inc]	Attn: Terrel Ross	PO Box 633			Woodmere	NY	11598	
TRC Master Fund, LLC [as Assignee of Heath Manufacturing Company]	Attn: Josh Shlomowit	100 Merrick Rd Ste 308E			Rockville Centre	NY	11570	
Tri County Wood Preserving		1377 N Hwy 1223			Corbin	KY	40701	
True Value Company		PO Box 3316			Boston	MA	02241-3316	
Truper SA De CV		PO Box 7247-6547			Philadelphia	PA	19170-6547	
Tzumi Innovations LLC		16 E 34th St			Manhattan	NY	10016	
UFP New London Inc.		5631 South NC Highway 62			Burlington	NC	27215	
Unipet LLC	Attn: Robert Davies	1005 W. Bramlett Road			Greenville	SC	29611	
Unisource		7472 Collection Center Dr			Chicago	GA	30384-9884	
United Pet Group Inc.		32854 Collection Center Dr			Chicago	IL	60693-0328	
United Salt Corporation		PO Box 53744			Lafayette	LA	70505-3735	
Universal Synergy Group LLC		1390 Columbia Ave 239			Lancaster	PA	17603	
Valogix		27 Division St			Saratoga Springs	NY	12866	
VAN BLOEM GARDENS		3301 Hudson Trails Dr			Hudsonville	MI	49426-0000	
VAPORIZER - DLVD		245 Main St			Moosup	CT	06354-0000	
VAPORIZER - NEW CASTLE, PA		245 Main St			Moosup	CT	06354-0000	
VAPORIZER - PLAINFIELD, CT		245 Main St			Moosup	CT	06354-0000	
VAPORIZER - RETSOF, NY		245 Main St			Moosup	CT	06354-0000	
Vaporizer LLC	Harris Beach PLLC Attn: Kevin Tompsett, Esq.	99 Garnsey Road			Pittsford	NY	14534	

**Exhibit C**

Served via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Veritiv Operating Company	Attn: Marianne Nichols	6120 South Gilmore Road			Fairfield	OH	45014	
VERSAPET INC		141 Hamilton Rd			New Hamburg, ON N3A 2H1			
Vitakraft Sun Seed Inc.		PO Box 33			Bowling Green	OH	43402	
Ware Manufacturing Inc.		PO Box 51559			Los Angeles	CA	90051-5859	
Watkins Products	Anne Dotts	1635 Simonton Dr			Statesville	NC	28625-4349	
Weaver Leather Inc.		PO Box 68			Mt. Hope	OH	44660	
Weber-Stephen Products LLC	Randy Perry	1415 South Roselle Road			Palatine	IL	60067	
WESTCHESTER PROTECTIVE GEAR		11500 CANAL ROAD			CINCINNATI	KY	42541-0000	
Wet & Forget Inc [Wet & Forget, NZ LP]	Attn: Kendra Hubbard	2531 Technology Dr	Unit 301		Elgin	IL	60124	
Wildlife Sciences, LLC	Attn: William J Gleason	11400 K-Tel Drive	Suite A		Hopkins	MN	55343	
Williamson Greenhouses Inc.		1469 Beulah Rd			Clinton	NC	28328	
Wilton Commercial II LLC		4901 Dickens Rd			Richmond	VA	23230	
Wind River [QMT Windchimes]	Attn: Dana Sullivan	PO Box 823	8431 Euclid Avenue		Manassas Park	VA	20113	
Wolverine World Wide, Inc.	Alex Parks	9341 Courtland Drive NE			Rockford	MI	49351-4935	
Worthington Cylinders		27406 Network Place			Chicago	IL	60673	
Yankee Publishing Incorporated [Yankee Magazine]	c/o Szabo Associates, Inc	3355 Lenox Road NE, Suite 945			Atlanta	GA	30326	
Yaya Organics LLC		633 Maple St			Contoocook	NH	03229	
Youngs		PO Box 145			Dundee	MI	48131	
Zeiglers Distributor Inc.		27 Lebanon Valley Pkwy			Lebanon	PA	17042	
Zesty Paws LLC		600 Remington			Bolingbrook	IL	60440	
Zoetis US LLC		PO Box 419022			Boston	MA	02241-9022	

Exhibit D

**Exhibit D**

Served via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip
Agway Farm & Home Supply, LLC	c/o Morris James LLP	Attn: Jeffrey R. Waxman & Brya M. Keilson	500 Delaware Ave	Suite 1500	Wilmington	DE	19801
Agway Farm & Home Supply, LLC	c/o Shulman Bastrian	Attn: Alan J. Friedman & Melissa Davis Lowe	100 Spectrum Center Dr	Suite 600	Irvine	CA	92618
Animal Health International Inc.	Attn: Heather Kayser	PO Box 1418			Loveland	CO	80539
Animal Health International Inc.	c/o Bernick Lifson PA	Attn: Jack E. Pierce	600 Highway 169 South	Suite 1700	Minneapolis	MN	55426
Anthem Health Plans of Virginia, Inc., d/b/a Anthem Blue Cross and Blue Shield	c/o McGuireWoods LLP	Attn: Joseph S. Sheerin, Esq.	Gateway Plaza	800 E Canal St	Richmond	VA	23219-3916
Cargill Animal Nutrition- Pro Pet		PO Box 74008099			Chicago	IL	60674-8099
City Clerk of Boston, MA		1 City Hall Ave			Boston	MA	02109
City Clerk of Richmond, VA	Accounts Payable Department	900 E Broad St	Room 1004		Richmond	VA	23219
Delaware Secretary of State	Division of Corporations	PO Box 898	Franchise Tax		Dover	DE	19903
Delaware State Treasury		820 Silver Lake Blvd	Suite 100		Dover	DE	19904
Growmark FS, LLC	c/o Franklin & Prokopik	Attn: William A. Crawford	500 Creek View Rd	Suite 502	Newark	DE	19711
Internal Revenue Service		310 Lowell St			Andover	MA	01810
Internal Revenue Service		PO Box 7346			Philadelphia	PA	19101-7346
Massachusetts Department of Revenue		200 Arlington St			Chelsea	MA	02150
Massachusetts Office of the Attorney General		1 Ashburton Place	20th Floor		Boston	MA	02108
Massachusetts Secretary of the Commonwealth Corp Div		One Ashburton Place	Room 1717		Boston	MA	02108-1512
Office of the U.S. Trustee for the District of Delaware	Attn: Richard L. Schepacarter	844 N King St	Suite 2207	Lockbox 35	Wilmington	DE	19801
Official Committee of Unsecured Creditors	c/o Pachulski Stang Ziehl & Jones LLP	Attn: Bradford J. Sandler, Colin R. Robinson, & Steven W. Golden	919 N Market St, 17th Floor	PO Box 8705	Wilmington	DE	19899-8705
Official Committee of Unsecured Creditors	c/o Pachulski Stang Ziehl & Jones LLP	Attn: Robert J. Feinstein	780 Third Ave	34th Floor	New York	NY	10017-2024
Securities & Exchange Commission		100 F St NE			Washington	DC	20549
Securities & Exchange Commission	Attn: Lara Shalov Mehraban	New York Regional Office	100 Pearl St	Suite 20-100	New York	NY	10004-2616
Southern States Cooperative, Inc.	c/o Hirschler Felischer	Attn: Andrew P. Sherrod	The Edgeworth Building	2100 E Carey St (23223), PO Box 500	Richmond	VA	23218
Southern States Cooperative, Inc.	c/o Hirschler Fleischer	Attn: Stephen E. Leach	8270 Greensboro Dr	Suite 700	Tysons	VA	22102
Southern States Cooperative, Inc.	c/o Young Conaway Stargatt & Taylor, LLP	Attn: Ryan P. Newell & Robert F. Poppiit, Jr.	1000 N King St		Wilmington	DE	19801
The Scotts Company, LLC	Attn: David S. Robinson	7873 Lakeshore Ct			Parker	CO	80134
True Value Company, LLC	c/o Beck Chaet Bamberger & Polsky SC	Attn: Devon J. Eggert	330 E Kilbourn Ave	Suite 1085	Milwaukee	WI	53202
True Value Company, LLC	c/o Joyce, LLC	Attn: Michael J. Joyce	1225 King St	Suite 800	Wilmington	DE	19801
U.S. Attorneys Office for the District of Delaware	Attn: David C. Weiss	Hercules Building	1313 N Market St	Suite 400	Wilmington	DE	19801
Virginia Commissioner of Revenue		144 N Sycamore St			Petersburg	VA	23803
Virginia Department of Taxation		1957 Westmoreland St			Richmond	VA	23230
Virginia Department of Taxation		600 E Main St	Suite 1100		Richmond	VA	23219
Virginia Office of the Attorney General		202 N Ninth St			Richmond	VA	23219
Virginia State Income Tax		9901 Lori Rd			Chesterfield	VA	23832
Wildlife Sciences LLC	Attn: William J. Gleason	11400 K Tel Dr	Suite A		Hopkins	MN	55343
Woodgrain Millwork Inc.	Attn: President, General, or Managing Agent	300 NW 16th St			Fruitland	ID	83619
Woodgrain Millwork Inc.	Attn: President, General, or Managing Agent	PO Box 202637			Dallas	TX	75320

Exhibit E

**Exhibit E**

Served via First-Class Mail

Name	Attention	Address	City	State	Zip
Agway Holdings, LLC		1230 Rosecrans Avenue, Suite 170	Manhattan Beach	CA	90266
Allgeier, Anthony William		1194 Commonwealth Dr	Hardy	VA	24101-0000
Altman, Samuel Jacob		3008 Parkwood Ave	Richmond	VA	23221-0000
Automotive Rentals, Inc. [Ari Fleet Lt]	Attn: Frank Clement	4001 Leadenhall Road	Mount Laurel	NJ	08054
Belden, Robert Alexander		70 Murphy Ln	Chicopee	MA	01020-0000
Brant, Gregory Alan		16 Maple St	Chester	MA	01011-0000
Burns, Sheila Elaine		53 Pochassic St	Westfield	MA	01085-0000
Cole, Darrian Keith		5539 Sweetfern Dr	Roanoke	VA	24019-0000
Dana Staton		4626 Eden Drive	Roanoke	VA	24012-0000
Daviau, Kevin		21 Naomi Street	Chicopee	MA	01020-0000
First Citizens Bank & Trust Company [Cit Bank]	Bankruptcy Processing Solutions, Inc	Po Box 593007	San Antonio	TX	78259
Garriss, Amanda		25018 James Ave	North Dinwiddie	VA	23803-0000
Gentle, Erica Craner		11706 Walnut Wood Ct	Midlothian	VA	23112-0000
Gholson, Shauna E		8319 Marwood Dr	N Chesterfield	VA	23235-0000
Gill, Fred		2914 Trinity Rd	Troutville	VA	24175-0000
Grossman, Matt		12209 Ivyglen Court	Richmond	VA	23232-0000
Hall, Shari Denise		531 Henderson St	Williamsburg	VA	23185-0000
Hancock, Marcus		1904 Staunton Ave Nw	Roanoke	VA	24014-0000
Haracz, Jennifer Ann		717 East Mountain Road	Westfield	MA	01085-0000
Harwood, Brent A		11308 Annie Laura Lane	Rockville	VA	23146-0000
Hub Group, Inc.	Attn: Geoffrey F. De Martino	2002 Hub Group Way	Oak Brook	IL	60523
Ludwig, Zach		515 N 31St St	Richmond	VA	23232-0000
Mckesson, Alice Cherie		4901 Tag Place	Glen Allen	VA	23060-0000
Melendez, Lisandra		22 Stuart St	Springfield	MA	01119-0000
Owen, Julie Lynne		3509 Oliver Rd	Roanoke	VA	24012-0000
Quickel, Jay		8014 W 131St Terrace	Overland Park	KS	66213-0000
Rollins, Melanie		10404 Scenic Place	Glen Allen	VA	23060-0000
Sadlowski, Mary T		91 Pequot Pt Rd	Westfield	MA	01085-0000
Shankle, James E		30 Firglade Ave	Springfield	MA	01108-0000
Williams, Michelle		6113 Almond Creek North Lane	Henrico	VA	23231-0000
Wilson, Courtney Elisabeth		11 Hardley Drive	Cranbury	NJ	08512-0000

Exhibit F



Exhibit F

Served via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
13605 Carroll Co Coop Inc - Galax Br	Attn: Jeffrey Dean	PO Box 98			Hillsville	VA	24343	
13605 Carroll Co Coop Inc - Galax Br	Attn: Trina Frazier	6606 West Broad Street			Richmond	VA	23230	
360 Cold Spring Avenue LLC		360 Cold Spring Ave			West Springfield	MA	01089	
7z9wh&nw								
Abbott Farm Suppliers, Inc.		445 South Main St			Halifax	VA	24558	
ABC Services Group, Inc.		13681 Newport Ave	Suite 8-609		Tustin	CA	92780	
Ace Hardware & Building Supply Inc.		667 Us 431 N			Livermore	KY	42352	
ACHELLE PETERBOROUGH AGWAY		65 ROUTE 202 JAFFREY RD			Peterborough	NH	03458-0000	
ACMEPAPER AND SUPPLY								
Acors Country Store Llc		845 Church Street Ste C			Tappahannock	VA	22560	
Adkins Home Center, Inc.		250 Cheat Valley Hwy			Parsons	WV	26287	
Adobe		345 Park Ave			San Jose	CA	95110-2704	
ADP LLC		PO Box 842875			Boston	MA	02284-2875	
ADP Screening And Selection Services Corp		PO Box 645177			Cincinnati	OH	45264-5177	
AEP	Attn: President, General, or Managing Agent	420 Riverport Rd			Kingsport	TN	37660-3500	
AG Adjustments, Ltd		740 Walt Whitman Rd			Melville	NY	11747	
AG SPRAY EQUIPMENT INC		PO Box 1150			Minneapolis	MN	55480-1150	
AG Spray Equipment Inc.		FIMCO Inc. Lockbox 135071			Minneapolis	MN	55480-1150	
Agri Fab Inc.		PO Box 6718			Carol Stream	IL	60197-6718	
Agri-Fab	Attn: Denise Moller	809 S. Hamilton St			Sullivan	IL	61951	
Agri-Fab, Inc	Attn: AR Dept	809 S Hamilton St			Sullivan	IL	61951	
AGV Cleaning		144 Summit Ave			Chicpee	MA	01020	
Agway								
Agway Farm & Home Supply, LLC		6606 W Broad St			Richmond	VA	23230	
Ainsworth Pet Nutrition LLC		PO Box 536204			Pittsburgh	PA	15253-5904	
Allen County Farmers		512 Smith Grove Rd			Scottsville	KY	42164	
Alterra Tools Limited		Zhaoyi Rd Dongsheng Town Zhongshan			Guangdong			China
AM Leonard Inc.		PO Box 816			Piqua	OH	45356-0816	
American Benefits Group		320 Riverside Drive			Florence	MA	01062	
American Colloid Co		PO Box 955112			St Louis	MO	63195-5112	
American Colloid Company	Attn: Sara Sehdev	PO Box 955112			St. Louis	MO	63195-5112	
American Wood Fibers Inc.		9740 Patuxent Woods Dr			Columbia	MD	21046	
American Wood Fibers, Inc.	c/o Ruder Ware	Attn: John D. Leary	402 Graham Ave	PO Box 187	Eau Claire	WI	54702-0187	
Ames Company - Camp Hill		PO Box 8500	Lockbox 8491		Philadelphia	PA	19178-8491	
Anchor Hocking LLC		519 N Pierce Ave			Lancaster	OH	43130	
ANIMAL HEALTH INTERNATIONAL INC		1858 Charter Ln Ste 100			Lancaster	PA	17601-6743	
Animal Health International Inc.	Attn: President, General, or Managing Agent	2915 Rocky Mountain Ave	Suite 400		Loveland	CO	80538	
Animal Health International Inc.	Attn: President, General, or Managing Agent	PO Box 561305			Denver	CO	80256-1305	
Animal Health International, Inc	Attn: Heather Kayser	PO Box 1418			Loveland	CO	80539	
Animal Health International, Inc.	c/o Goodman Allen Donnelly, PLLC	Attn: Donna J. Hall & Brian B. Veith	4050 Innslake Dr	# 200	Glen Allen	VA	23060-3327	
Animal Health International, Inc.	c/o Goodman Allen Donnelly, PLLC	Attn: Donna J. Hall & Brian B. Veith	150 Boush St	Suite 900	Norfolk	VA	23510	
Animal Health International, Inc.	Scott A. Lifson	600 Highway 169, Ste 1700			Minneapolis	MN	55426	
Anthem, Inc.	Attn: Victoria Lynn	220 Virginia Ave			Indianapolis	IN	46204	
Anthem, Inc.	c/o Agway Farm & Home Supply, LLC	Attn: Peter Veillette, ARM	521 5th Ave	15th Floor	New York	NY	10175	
Apex Tool Group LLC		62661 Collections Center Dr			Chicago	IL	60693-0626	
Argo Partners		12 West 37th Street	Ste 900		New York	NY	10018	
Argo Partners [as Assignee of Ragan & Massey Inc]		12 West 37th Street	Ste 900		New York	NY	10018	
Asec Group, LLC DbA Personiv		8601 Ranch Road 2222	Bldg 1	Suite 450	Austin	TX	78730	
Ashland Feed Store		120 Thompson St			Ashland	VA	23005	
ASM Industries/Pacer Pumps	Susan Hein	41 Industrial Circle			Lancaster	PA	17601	
Assurant	c/o Voyager Indemnity Insurance Company	260 Interstate North Circle SE			Atlanta	GA	30339	
AT Films Inc.		PO Box 633485			Cincinnati	OH	45263	
Atlas Receivables Management		2121 Airline Dr	Ste 520		Metairie	LA	70001-5987	
Aubuchon Alexandria		7934 Fort Hunt Road			Alexandria	VA	22309	
Austinville Limestone Co		PO Box 569			Austinville	VA	24312	
Automatic Trap Company		19201 Sonoma Hwy	Suite 196		Sonoma	CA	95476	
Automotive Rentals, Inc. [Automotive Resources International]	Attn: Frank Clement	4001 Leadenahll Road	P.O. Box 5039		Mount Laurel	NJ	08054	
AVERITT EXPRESS		1415 Neal St.	PO Box 3166		Cookeville	TN	38502-3166	
Axiom Impressions LLC		3200 E Heartland Dr			Liberty	MO	64068	
Bar G Horse & Cattle Supply		1060 Astondale Road			Bishop	GA	30621	



Exhibit F

Served via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Battery Shop of New England Inc.		40 Silva Land			Dracut	MA	01826	
Bay State Sprinkler Co Inc.		PO Box 564			West Chester	PA	19381-0564	
Bayco Provisions Inc.		68 W Peacock Ave			Denton	NC	27239	
Bdk Feed & Supply Llc		660 West Main Street			Blanchester	OH	45107	
Bee Line Corp		PO Box 6			Springfield	MA	11010	
Behlen Mfg Co		4025 E 23rd St			Columbus	NE	68601	
Behlen Mfg. Co.		1628 Collections Center Drive			Chicago	IL	60693	
Behlen Mfg. Co. [Behlen County]	Erik Hash	4025 E. 23rd St.			Columbus	NE	68601	
Bekaert Corporation		PO Box 101280			Atlanta	GA	30392	
Bekaert Corporation	Attn: President, General, or Managing Agent	1395 S Marietta Pkwy	Bldg 500	Suite 100	Marietta	GA	30067	
Bekaert Corporation	c/o Euler Hermes	Attn: Allianz Trade	800 Red Brook Blvd	Suite 400 C	Owings Mills	MD	21117	
Bekaert Corporation	c/o Euler Hermes / Allianz Trade	800 Red Brook Blvd	Suite 400 C		Owings Mills	MD	21117	
Benebone LLC								
Berne Apparel Company		PO Box 856854			Minneapolis	MN	55485-6854	
Berne Apparel Company	c/o Beckman Lawson, LLP	Attn: Edmund P. Kos	201 West Wayne Street		Fort Wayne	IN	46802	
Bernick Lifson		600 Highway 169 S	Suite 1700		Minneapolis	MN	55426-1221	
Berry Global Films		PO Box 633485			Cincinnati	OH	45263-3485	
Best Bee Brothers LLC		12745 W Townsend St			Brofield	WI	53005	
Bethel Feed & Supply		528 West Plane St.			Bethel	OH	45106	
Big & J Industries LLC Robin 117568		208 N Wheeler Ave			Grand Island	NE	68801	
Big & J Industries, LLC	c/o Galyen Boettcher Baier PC, LLO	Attn: Jeff Galyen	100 N. 13th Street, Suite 300		Norfolk	NE	68701	
Big Stone Gap Farm & Garden Supply Inc.		1522 3Rd Ave E			Big Stone Gap	VA	24219	
Binghamton Agway Cooperative, Inc.	Attn: President or other officer	145 Broad Ave			Binghamton	NY	13904	
Binghamton Agway Cooperative, Inc.	c/o Registered Agent	333 Butternut Dr			Dewitt	NY	13214	
BIO LAB INC		1725 North Brown Rd			Lawrenceville	GA	30043-8119	
Bio Lab Inc	Attn: Kelly Baia	101 Macintosh Blvd			Concord	ON	L4K 4R5	
Bloem LLC	Attn: Andrea Susan Adams	3301 Hudson Trail Dr			Hudsonville	MI	49426	
Blueridge Farmers Coop - Route 29 Br		2381 Leake Square			Charlottesville	VA	22911	
Blueridge Farmers Coop-Charlottesville Br		810 Harris St			Charlottesville	VA	22903	
Boam Law		1010 College St			Bowling Green	KY	42102	
Bonnie Plant Farm		1727 Hwy 223			Union Springs	AL	36089	
Boomi Inc.		1400 Liberty Ridge Dr			Chesterbrook	PA	19087	
Border Concepts Inc.		PO Box 735239			Dallas	TX	75373	
Border Concepts, Inc	Attn: Sandy Peterson	7621 Little Ave #426			Charlotte	NC	28226	
Boss Pet Products Inc.		PO Box 734038			Chicago	IL	60673-4038	
Boss Pet Products, Inc.	Diana DeSmit	1221 Page St			Kewanee	IL	61443	
Bowens Farm Supply		2550 Riva Rd			Annapolis	MD	21401	
Bowling Feed & Hardware, Inc.		3415 Court Street			Catlettsburg	KY	41129	
Brubaker Grain - Collinsville		4850 Hamilton Eaton Rd			Hamilton	OH	45013	
Brubaker Grain & Chemical, Inc - West Alex		2918 Quaker Trace Rd			West Alexandria	OH	45381-9630	
Brubaker Grain Brookville		11597 Upper Lewisburg Salem Rd			Brookville	OH	45309	
Brubaker Grain Eaton		412 S Franklin St			Eaton	OH	45320	
Brubaker Grain Farmersville		307 West Center St			Farmersville	OH	45325	
Bruceton Ag-Services, Inc		28 Springs Rd			Grantsville	MD	21536	
Burgess Farm Service Inc		201 Patrick St			Keyser	WV	26726	
Burley Clay Products		PO Box 35			Roseville	OH	43777-0035	
Byler Seed And Hardware		16496 Nash Rd			Middlefield	OH	44062	
C&K Systems Inc.		780 Lynnhaven Pkwy	Suite 345		Virginia Beach	VA	23452	
C1 Coast Of Maine Brands		372 Puseyville Rd			Quarryville	PA	17566	
C1 Vaporizer - Plainfield, Ct		PO Box 536192			Pittsburg	PA	15253-5903	
C2 Dry Creek		958 State Rt 49W			Ulysses	PA	16948	
C2 Vaporizer - Retsof, NY		PO Box 536192			Pittsburg	PA	15253-5903	
Calhoun Feed Service		515 Nebo Rd			Madisonville	KY	42431	
Cameron Kruse		15419 Bay Cove Ct			Houston	TX	77059	
Canine Caviar Pet Foods Inc.		PO Box 6551			Corona	CA	92878	
Cans Unlimited Inc.		PO Box 934231			Atlanta	GA	31193-4231	
Capital Forest	c/o Archer & Greiner P.C.	Attn: Jerold S. Kulback & Douglas G. Leney	1025 Laurel Oak Road		Voorhees	NJ	08043	
CAPITAL FOREST FENCING		PO Box 536696			Pittsburg	PA	15253-0000	
Capital Forest Products Inc.		PO Box 536696			Pittsburg	PA	15253	
CAPITAL FOREST SOILS		PO Box 536696			Pittsburg	PA	15253-0000	
Capital Forrest Products	Attn: Bryant R. O'Kane	222 Severn Ave	Bldg 14	Suite 100	Annapolis	MD	21403	
Cargill - Wholesale DC's		PO Box 842621			Dallas	TX	75284-2621	
Cargill Animal Nutrition		637 Mattes Rd			Friendsville	PA	18818	
CARGILL ANIMAL NUTRITION - (PRO PET)		904 NE 10th Avenue			McMinnville	OR	97128-4035	



Exhibit F

Served via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Cargill Animal Nutrition West Branch		N 4th St PO Box 667			West Branch	IA	52358	
CARGILL INC		PO Box 9300			MINNEAPOLIS	MN	55440-0000	
Cargill Inc.		PO Box 418954			Boston	MA	02241	
Cargill Salt	Attn: President, General, or Managing Agent	825 E Douglas Ave			Wichita	KS	67202	
Cargill Salt	Attn: President, General, or Managing Agent	PO Box 9300			Minneapolis	MN	55440	
Cargill Salt Division		PO Box 751992			Charlotte	NC	28275-1992	
Cargill Salt Division - Akron, Oh		PO Box 751992			Charlotte	NC	28275-1992	
CARGILL SALT DIVISION - AKRON, OH		PO Box 9300			MINNEAPOLIS	MN	55440-0000	
Cargill Salt Division - Cinc.innati, Oh		PO Box 751992			Charlotte	NC	28275-1992	
CARGILL SALT DIVISION - CINCINNATI, OH		PO Box 9300			MINNEAPOLIS	MN	55440-0000	
Cargill Salt Division - Cleveland, Oh		PO Box 751992			Charlotte	NC	28275-1992	
CARGILL SALT DIVISION - CLEVELAND, OH		PO Box 9300			MINNEAPOLIS	MN	55440-0000	
CARGILL SALT DIVISION - DLVD		PO Box 9300			MINNEAPOLIS	MN	55440-0000	
CARGILL SALT DIVISION - LANSING, NY		PO Box 9300			MINNEAPOLIS	MN	55440-0000	
Cargill Salt Division - Watkins Glen, Ny		PO Box 751992			Charlotte	NC	28275-1992	
CARGILL SALT DIVISION - WATKINS GLEN, NY		PO Box 9300			MINNEAPOLIS	MN	55440-0000	
Cargill Salt Division - White March, Md		PO Box 751992			Charlotte	NC	28275-1992	
CARGILL SALT DIVISION - WHITE MARCH, MD		PO Box 9300			MINNEAPOLIS	MN	55440-0000	
Cargill, Incorporated	Attn: Lori Westrick	9320 Excelsior Blvd., MS 150			Hopkins	MN	55343	
Carhartt		PO Box 856843			Minneapolis	MN	55485-6843	
Carolina Greenhouse Plants Inc.		PO Box 1140			Kinston	NC	28503	
Carolina Greenhouse Plants Inc.	Attn: Lisa Cobb	1504 Cunningham Road			Kinston	NC	28501	
CARSON FARM & GARDEN Inc		2616 COLONEL THOMPSON HIGHWAY			ST MATTHEWS	SC	29135-0000	
Carson Industries		189 Foreman Rd			Freeport	PA	16229	
Carthage Agribusiness Inc.		3710 Hwy 15-501			Carthage	NC	28327	
CCA Financial, LLC		7275 Glen Forest Dr	Suite 100		Richmond	VA	23226	
CCA Financial, LLC	Sharon Cole	7275 Glen Forest Drive	Suite 100		Richmond	VA	23226	
Centerra Coop - Andover		225 East Main St			Andover	OH	44003	
Centerra Coop - Ashland Retail		1290 Middle Rowsburg			Ashland	OH	44805	
Centerra Coop - Chardon		12285 Ravenna Road			Chardon	OH	44024	
Centerra Coop - Grafton		717 Erie Street			Grafton	OH	44044	
Centerra Coop - Medina		6701 Wooster Pike			Medina	OH	44256	
Centerra Coop - Middlefield		14961 South State Ave			Middlefield	OH	44062	
Centerra Coop - Seville		16 Market St			Seville	OH	44273	
Centerra Coop - Sterling		6800 Chestnut St			Sterling	OH	44276	
Centerra Coop - Wooster		427 W Henry St			Wooster	OH	44691	
Centerra Coop- Cortland		312 Mecca St			Cortland	OH	44410	
Centerra Coop- Jefferson		135 East Walnut Street			Jefferson	OH	44047	
Centerra Coop- Ravenna		467 Cleveland Rd			Ravenna	OH	44266	
Central Garden and Pet								
Central Garden and Pet	AR	PO BOX 277743			ATLANTA	GA	30384	
Central Park & Pet		1340 Treat Blvd	Suite 600		Walnut Creek	CA	94597	
Central Specialty Pet / CASA		7215 Collections Center Dr			Chicago	IL	60693	
Central Specialty Pet / CASA	Accounts Receivable	7215 Collections Center Dr			Chicago	IL	60693	
Centurion Garden And Outdoor Living Inc.		6907 University Ave 311			Middleton	WI	53562	
CETCO		PO Box 955112			St Louis	MO	63195-5112	
CG Roxane LLC		Dept Ch 16405			Palantine	IL	60055-6405	
CH Robinson		PO Box 9121			Minneapolis	MN	55480	
Chambers Farm & Garden Supply Warehouse Inc.								
Chapin International Inc.		404 McNabb Road Sw			Cullman	AL	35055	
Chase Staffing Services		PO Box 74191			Cleveland	OH	44194-4191	
Cherokee Feed & Seed - Gainesville		PO Box 534501			Atlanta	GA	30353-4501	
Cherokee Feed & Seed, Inc.		869 Grove St Sw			Gainesville	GA	30501	
Chiesa Shahinian & Gianjomasi Pc		2370 Hightower Road			Ball Ground	GA	30107	
CHS Cooperatives		One Boland Dr			Wet Orange	NJ	07052	
Cintas Corporation		PO Box 1450 NW 9365			Minneapolis	MN	55485-8414	
Cintas Corporation 220		704 Industrial Ave			Bedford	VA	24523	
CIT Group/Commercial Services		PO Box 630129			Cincinnati	OH	45263-1025	
Citi Bank N.A.		PO Box 1036			Charlotte	NC	28201-1036	
		10201 Centurian Pkwy N	Suite 100		Jacksonville	FL	32256-4114	



Exhibit F

Served via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
City Clerk of Westfield		28 Sackett St			Westfield	MA	01085	
City of Westfield		PO Box 4122			Woburn	MA	01888-4122	
Classic Brands LLC		29 E King St	Ste 201		Lancaster	PA	17502-2852	
Clay Farm Bureau Coop		111 Main Street			Clay	WV	25043	
Clearbrook Feed & Supply Inc.		115 Hopewell Lane			Clearbrook	VA	22624	
Clintwood Farm And Garden Supply Inc		179 S Market St			Clintwood	VA	24228	
Cloverdale Warehouse - F&H		SSC Cloverdale Distribution Center			Cloverdale	VA	24077-0459	
CMC		6565 N MacArthur Blvd Suite 800			Irving	TX	75039	
CMC Steel		Dept 1030			Atlanta	GA	30374-2438	
CMC Steel	Attn: President, General, or Managing Agent	6565 N MacArthur Blvd	Suite 800		Irving	TX	75039	
CMC Steel	Attn: President, General, or Managing Agent	PO Box 742438			Atlanta	GA	30374-2438	
CMC Steel	Heather Potter	3030 Rocky Point W Suite 265			Tampa	FL	33607	
CMi		PO Box 456			Upper Darby	PA		
Coast of Maine Brands	Attn: Britt Knowlton	145 Newbury St.			Portland	ME	04101	
COAST OF MAINE BRANDS - QUARRYVILLE		372 Puseyville Rd			Quarryville	PA	17566-0000	
Coast of Maine Brands-Quarryville	Attn: Jon Cryer and Britt Knowlton	372 Puseyville Rd			Quarryville	PA	17566	
Cobro Americas		Av. Paseo de la Reforma 42	Centro, Cuauhtémoc		Mexico City		06010	Mexico
Cognizant Technology Solutions U.S. Corporation		211 Quality Circle			College Station	TX	77845	
Coleman Farm Supply		152 Main Street			Appomattox	VA	24522	
Colloid Environmental Tech LLC	Attn: Sara Sehdev	PO Box 955112			St. Louis	MO	63195-5112	
Columbia Gas of Massachusetts		PO Box 55215			Boston	MA	02205-5215	
Comcast		PO Box 70219			Philadelphia	PA	19176-0219	
Comcast	Attn: President, General, or Managing Agent	1 Comcast Center			Philadelphia	PA	19103-2838	
Commandlink LLC		22722 29th Drive SE, Ste 100			Bothell	WA	98021	
Commandlink LLC		PO Box 1246			Everett	WA	98206-1246	
Commandlink LLC	c/o Keating & Lyden, LLC	3020 Carbon Place	Ste 202		Boulder	CO	80301	
Commonwealth Of Massachusetts		251 Causeway St	Suite 500		Boston	MA	02241-7599	
Communications (RC)		2634 Delta Ln			Elk Grove Village	IL	60007	
Contech Engineered Solution		PO Box 936362			Atlanta	GA	31193-6217	
Continental Casualty Company		23453 Network Place			Chicago	IL	60673-1234	
Conyers Pet & Livestock Supply		4479 Ga Hwy 20			Conyers	GA	30013	
Cook'S Farm Supply		2408 Battleground Road			Cowpens	SC	29330	
Corona Clipper		22440 Temescal Canyon Rd			Corona	CA	92883-4200	
Corona Clipper Inc.		22440 Temescal Canyon Road				CA	92883	United States
Couhig Partners LLC		1100 Poydras St	Suite 3250		New Orleans	LA	70163	
Country Oaks Farm & Pet Supply		5967 Hwy 41 South			Bolingbroke	GA	31004	
Country Oaks Farm And Home Supply Inc.		659 Veteran Hwy			Barnesville	GA	30204	
Cox Shavings Inc.		1001 New Columbia Rd			Campbellsville	KY	42718	
CRH Americas, Inc.		900 Ashwood Pkwy	Suite 600		Atlanta	GA	30338	
CS Business Solutions LLC		PO Box 115			Closter	NJ	07624	
CSC		PO Box 7410023			Chicago	IL	60674-5023	
CSC		PO Box 7410023			Chicago	IL	60674-5023	
Csxt N/A 014766 Pitts		PO Box 640839			Pittsburg	PA	15264-0839	
Custom Recycling Inc.		85 Defco Park Rd			North Haven	CT	06473	
CZ Vaporizer - Dlvd		PO Box 536192			Pittsburg	PA	15253-5903	
Dano Enterprises Inc.		PO Box 4470			Stamford	CT	06907	
Dano Group	c/o Lennon Murphy & Phillips, LLC	Attn: Patrick F. Lennon	1599 Post Road East		Westport	CT	06880	
Dare Products Inc	Robert Wilson	860 Betterly Road			Springfield	MI	49037	
Dare Products Inc. - Vendor		PO Box 157			Battle Creek	MI	49016-0157	
Dare Products, Inc.		PO Box 157			Battle Creek	MI	49016-0157	
Darling Ingredients Inc.		PO Box 671401			Dallas	TX	75267-1401	
Davie Farm Service		116 Wilkesboro St			Mocksville	NC	27028	
Deacero		4051 E Santa Ana St	Suite D		Ontario	CA	91761	
Decker Manufacturing	Andrea Eaton	PO Box 370			Keokuk	IA	52632	
Dentons US LLP		4520 Main St	Suite 1100		Kansas City	MO	64111-7700	
Dish LLC		PO Box 94063			Palatine	IL	60094-4063	
Dish Network	Attn: President, General, or Managing Agent	9601 S Meridian Blvd			Meridian	CO	80112	
DNU - 41032 Sioux Steel Company		Drawer #2384			Troy	MI	48007-5935	
Dodson Pest Control		PO Box 17242			Baltimore	MD	21297	
Dorse & Whitney LLP		801 Grand Ave	Suite 4100		Des Moines	IA	50309-8002	



Exhibit F

Served via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Drakes Farm And Home		4224 Drakes Main St			Drakes Branch	VA	23937	
Drakes Farm Service		340 Logansport Rd			Morgantown	KY	42261	
D-S Livestock Equipment, LLC		18059 National Pike			Frostburg	MD	21532	United States
D-S Livestock LLC		18059 National Pike			Frostburg	MD	21532	
Durvet Inc.		PO Box 801190			Kansas City	MO	64180	
Dutch Valley Growers	Amy	22201 S US HWY 421			LaCrosse	IN	46348	
Dutch Valley Partners LLC		4067 E 4000 N Rd			Bourbonnais	IL	60914	
E E Vaughan & Son Inc.		200 Meredith St			Lawrenceville	VA	23868	
Earth Duster LLC		PO Box 22			Elkins	AR	72727	
Earthway Products Inc.		1009 Maple St			Bristol	IN	46507	
EARTHWAY PRODUCTS, INC		1009 MAPLE ST			BRISTOL	IN	46507	
Eastern Shore Forest Products Inc.	Attn: John Custis	25020 Shore Pkwy	Ste 2A		Onley	VA	23418	
East-Penn Manufacturing Co. Inc.		PO Box 784191			Philadelphia	PA	19178-4191	
Easy Gardner Jobes Ross		PO Box 21025			Waco	TX	76702-1025	
Easy Heat Wood Pellets Corp		PO Box 15			Dublin	OH	43017	
Ebix Inc.		PO Box 2153			Birmingham	AL	35287-9394	
Egdon Farm Service Inc		55 Main Street			Egdon	WV	26716	
Elm Electrical Inc.		68 Union St			Westfield	MA	01085-2496	
Elwood Staffing Services Inc.		4111 Central Ave			Columbus	IN	47203	
Enhance HCM		1230 Rosecrans Ave	Ste 530		Manhattan Bch	CA	90266-2486	
Envirem Organics Ltd		PO Box 402			Unity	ME	04988	
Envirem Organics Ltd.	Attn: Andrew Kimball	PO Box 402			Unity	ME	04988	
enVista		PO Box 7047	Group Q		Indianapolis	IN	46207	
Envriem Organics, Inc		Perimeter Rd			Miramichi	NB	E1N 0A1	Canada
Equine Specialty Feed Company		315 Lake St E			Wayzata	MN	55391	
Espoma Company	Attn: President, General, or Managing Agent	6 Espoma Rd			Millville	NJ	08332	
Ethical Products Inc.		27 Federal Plaza			Bloomfield	NJ	07003	
Etonien LLC		1230 Rosecrans Ave	Ste 530		Manhattan Bch	CA	90266-2486	
Euler Hermes		800 Red Rock Blvd	Suite 400C		Owings Mills	MD	21117	
Everest Indemnity Insurance Company		100 Everest Way			Warren	NJ	07059	
Evergreen Enterprises		P.O. Box 602961			Charlotte	NC	28260-2961	
Evergreen Enterprises		PO Box 602961			Charlotte	NC	28260-2961	
Evergreen Enterprises	Attn: Renee Hill	5915 Midlothian Turnpike			Richmond	VA	23225	
Evolved Habitats	c/o Plano Molding	500 Duvick Ave			Sandwich	IL	60548-7032	
Executive Security Concepts		PO Box 456			Daleville	VA	24083	
F B C CHEMICAL CORPORATION		PO Box 599			Mars	PA	16046-0000	
Fabral Corporation		PO Box 2153	Dept #3473		Birmingham	AL	35287-3473	
FARM & HOME SERVICE		9064 FREDERICK RD			ELLICOTT CITY	MD	21042-0000	
Farm & Home Service, Inc.		7625 Main St			Sykesville	MD	21784	
Farm & Home Supply Kilmarnock		469 N Main St			Kilmarnock	VA	22482	
Farm Innovators Inc.		PO Box 546			Plymouth	IN	46563	
Farmers & Planters Too Llc		308 Mill Street			Salisbury	MD	21801	
Farmers Feed Of Ripley, Inc.		620 N Church Street			Ripley	WV	25271	
Farnam Company Inc.		PO Box 504336			St. Louis	MO	63150	
FBC Chemical Corporation		PO Box 931180			Cleveland	OH	44193	
Federal Insurance Company (Chubb)	c/o Chubb Group of Insurance Companies	2155 W Pinnacle Peak Rd	Suite 205		Phoenix	AZ	85027-1215	
Files.com		222 S Mill Ave	Suite 800		Tempe	AZ	85281	
FIMCO, Inc d/b/a Ag Spray Equipment	Attn: Joe Gill	200 S Derby Ln			North Sioux City	SD	57049	
Fimco, Inc dba Spray Equipment	c/o Thompson McMullan, PC	Attn: J. Buckley Warden & John P O'Malley	100 Shockoe Slip	3rd Floor	Richmond	VA	23219	
First Insurance Funding		PO Box 7000			Carol Stream	IL	60197-7000	
FL Hardware	c/o Smith Gambrell & Russell	Attn: Brandon Dodd & Brian Hall	50 N Laura St	Suite 2600	Jacksonville	FL	32202	
Flynns Pest Control Inc.		32 Anawan St			Rehoboth	MA	02769	
FMC Corporation	c/o Bank of America	2929 Walnut St			Philadelphia	PA	19104	
Focus Management Group USA, Inc.		30725 US Hwy 19N	PMB 330		Palm Harbor	FL	34684	
Focus Management Group USA, Inc.		30725 Us Hwy 19N PMB 330			Palm Harbor	FL	34684	
Foley & Lardner LLP								
Foley & Lardner LLP		777 E Wisconsin Ave			Milwaukee	WI	53202	
Foley & Lardner LLP	Accounts Receivable	777 E. Wisconsin Avenue			Milwaukee	WI	53202	
Food Science Corp		20 New England Dr	Suite 10		Essex Jct	VT	05252	
Fords Feed & Seed Llc		2270 Walway Rd			Lenoir	NC	28645	
Four Paws		PO Box 277743			Atlanta	GA	30384-7743	
Four Paws	AR	PO BOX 277743			ATLANTA	GA	30384	
G & G Farm Service Inc.		17434 Gravatt Rd			Milford	VA	22514	
Gallagher		PO Box 844366			Kansas City	MO	64184-4366	



Exhibit F

Served via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Gallagher	Attn: President, General, or Managing Agent	2850 Golf Rd			Rolling Meadows	IL	60008	
Gallagher North America	c/o Dentons US LLP	Attn: Robert A Hammeke	4520 Main St	Suite 1100	Kansas City	MO	64111	
Gallagher North America, Inc. [Gallagher Power Fence Inc.]		PO Box 844366			Kansas City	MO	64184-4366	
Gallagher North America, Inc. [Gallagher Power Fence Inc.]		PO Box 844366			Kansas City	MO	64184-4366	
Gallagher North America, Inc. [Gallagher Power Fence Inc.]	Attn: Julie McGovern	5005 NW 41st St			Riverside	MO	64150	
Gallagher North America, Inc. [Gallagher Power Fence Inc.]	Attn: Julie McGovern	5005 NW 41st Street			Riverside	MO	64150	
Gallagher North America, Inc. [Gallagher Power Fence Inc.]	c/o CSC-Lawyers Incorporating Service	Attn: Julie McGovern	221 Bolivar Street		Jefferson City	MO	65101	
Gallagher North America, Inc. [Gallagher Power Fence Inc.]	c/o CSC-Lawyers Incorporating Service	Attn: Julie McGovern	221 Bolivar Street		Jefferson City	MO	65101	
Galyen Boettcher Baier		100N 13th St	Suite 300		Norfolk	NE	68701	
Garant GP		375 Chemin St-Francois Ouest			St-Francois	Quebec	G0R 3A0	Canada
Garant GP		PO Box 12442			Newark	NJ	07101-3542	
Gardenscape Transport Inc.		PO Box 184			Eau Claire	PA	16030	
Garmon								
Garmon Corp. [NaturVet]	Attn: Kathy Rogers	27461 Via Industria			Temecula	CA	92590	
Garmon Corporation		27461 Via Industria			Temecula	CA	92590	
Garrison Farm & Home Center, Inc.		20600 Hwy 31 South			Thorsby	AL	35171	
Generac Power Systems Inc.		29330 Network Place			Chicago	IL	60673-1293	
General Tools And Instruments Co LLC		PO Box 735063			Chicago	IL	60673-5063	
Ghost Controls LLC		3166 Hartsfield Rd			Tallahassee	FL	32303	
GHP Group Inc.		6440 W Howard St			Niles	IL	60714	
Giles Farm Bureau Coop		3745 Virginia Avenue			Pearisburg	VA	24134	
Glamos Wire Products		2300 Main St			Lino Lakes	MN	55038	
Glamos Wire, Inc.	David Isberner	2300 Main Street			Lino Lakes	MN	55038	United States
Global Equipment Co Inc. - Apache Mfg		PO Box 1248			Norfolk	NE	68702-1248	
Global Harvest Foods	Global Harvest Foods	16000 Christensen Rd Ste 300	Attn : Accounting		Tukwila	Washington	98188	United States
Global Harvest Foods Inc.		16000 Christensen Rd	Suite 300		Seattle	WA	98188	
Gragg Farm Supply Llc		1920 Henderson Mill Rd			Morganton	NC	28655	
Grant County Mulch Inc.		181 Mulch Dr			Petersburg	WV	26847	
Grant County Mulch, Inc.	c/o The Law Office of Kathy M. Santa Barbara, PLLC	Attn: Kathy M. Santa Barbara	518 W. Stephen St		Martinsburg	WV	25401	
GREAT SOUTHERN WOOD PRESERVING		403 West Washington			Abbeville	AL	36310-0000	
Green Thumb Com		PO Box J			Oldham	SD	57051	
Greenberg Grant Richards		5858 Westheimer Rd	5th Floor		Houston	TX	77057	
Greenleaf Nursery Company		Dept # 96 0460			Oklahoma City	OK	73196-0460	
gregorypalletand lumber								
Griffey Farms Llc		10041 Pottershop Rd			Centerville	IN	47330	
Griffith'S General Store, Inc.		4301 Hwy 197 N			Green Mountain	NC	28740	
Growmark FS, LLC	Attn: Rebecca O. Adams	308 North East Front Street			Milford	DE	19963	
Growmark FS, LLC	c/o Lawrence Law LLC	Attn: Michael J. Lentz, Esq.	323 West Camden Street	Suite 700	Baltimore	MD	21201	
GROWMARK INC - BLOOMINGTON IL		1701 Towanda Ave			Bloomington	IL	61701-0000	
Growmark Inc. - Bloomington, IL		PO Box 2500			Bloomington	IL	61702-2500	
Growmark, Inc	Attn: Carolina DeLeon- Bond	1701 Towanda Avenue			Bloomington	IL	61701	
Growmark, Inc	Attn: Carolina DeLeon- Bond	1701 Towanda Avenue			Bloomington	IL	61701	
Growmark, Inc., & Gromark FS LLC	c/o Lawrence Law, LLC	Attn: Michael J. Lentz & Brianna G. Pickhardt	The Warehouse at Camden Yards	323 W Camden St Suite 700	Baltimore	MD	21201	
GSM Outdoors LLC		PO Box 535189			Prairie	TX	75053	
Guntersville Feed Store Llc		1321 Blount Ave			Guntersville	AL	35976	
Halls Farm & Feed Llc		201 Etter Dr			Nicholasville	KY	40356	
Hancock Co Farm Supply		740 Madison St			Hawesville	KY	42348	
Hanes Geo Components								
Hanes Geo Components	c/o L&P Financial Service Co	PO Box 60984			Charlotte	NC	28260	
Hanmi Bank		10180 Reseda Blvd			Northridge	CA	91324	
Hanover Specialty Industrial Property	c/o Verlan Fire Insurance Company	40 Columbia Corporate Center	10480 Little Patuxent Pkwy	Suite 500	Columbia	MD	21044	
Happy Jack Inc.		Highway 258 South			Snow Hill	NC	28580	
Harris Holding LLC		539 Lesjardin Dr			Palm Beach Gardens	FL	33410	
Harris Holding LLC		PO Box 564			West Chester	PA	19381-0564	
Harris Holding, LLC		539 Les Jardin Drive			Palm Beach Gardens	FL	33410	
Harris Holding, LLC	c/o Williams Mullen	Attn: Jennifer M. McLemore	200 S 10th Street Suite 1600		Richmond	VA	23219	
Hatcher Supply, Inc.		140 Thanksgiving Lane			Huntingtown	MD	20639	



Exhibit F

Served via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Hathaway Paper Company		PO Box 1618			Waynesboro	VA	22980-1452	
Hawkins Supply Inc.		1796 Skippers Rd			Emporia	VA	23847	
HC Companies Inc.		PO Box 932855			Cleveland	OH	44193	
Healthy Pet LP Corp		PO Box 84921			Seattle	WA	98124-6291	
Heath Mfg Company		140 Mill St			Coopersville	MI	49404	
Henry Company		23269 Network Place	Lockbox 23269		Chicago	IL	60673	
Heritage Cooperative		364 Lisbon St.			Canfield	OH	44406	
Heritage Cooperative - Barnesville		37065 Barnesville Bethesda Rd			Barnesville	OH	43713	
Heritage Cooperative - Bluffton		110 Railroad St			Bluffton	OH	45817	
Heritage Cooperative - Caldwell		815 Planning Mill St			Caldwell	OH	43724	
Heritage Cooperative - Cambridge		342 Steubenville Ave			Cambridge	OH	43725	
Heritage Cooperative - Fresno		23917 State Rt 93			Fresno	OH	43824	
Heritage Cooperative - Lisbon Branch		330 South Lincoln Ave			Lisbon	OH	44432	
Heritage Cooperative - Marietta		219 Third Street			Marietta	OH	45750	
Heritage Cooperative - Mechanicsburg		140 South Main Street			Mechanicsburg	OH	43044	
Heritage Cooperative - New Philadelphia		1062 West High Ave			New Philadelphia	OH	44663	
Heritage Cooperative - Waterford		4702 Milner Rd			Waterford	OH	45786	
Heritage Cooperative - Westville		26661 State Route 62			Beloit	OH	44609	
Heritage Cooperative - Woodsfield		113 East Marietta St			Woodsfield	OH	43793	
Heritage Cooperative Bethesda		109 Depot St			Bethesda	OH	43719	
Heritage Cooperative Pleasant City		56683 Marietta Rd			Pleasant City	OH	43772	
Heritage Cooperative Urbana		304 Bloomfield Ave			Urbana	OH	43044	
Heritage Cooperative West Mansfield		11177 Twp Rpad			West Mansfield	OH	43358	
Hiatt Manufacturing Inc.		3600 S Yosemite St	Suite 1000		Denver	CO	80237	
Hills Supply Co Inc		186 W Athens St			Winder	GA	30680	
Himalayan Corp		19817 74th Ave NE			Arlington	WA	98223-5021	
Hines Growers Inc.		Dept# 35076			San Francisco	CA	94139	
HL Lawson & Son Inc.		PO Box 13566			Roanoke	VA	24035	
Holland Fertilizer Company, Inc.		364 Piedmont Highway			Cedartown	GA	30125	
HOOSAC VALLEY FARMERS EXCHANGE		PO BOX 299			SCHAGHTICOKE	NY	12154-0000	
Hoovers Hatchery Company LLC		205 Chicksaw St			Rudd	IA	50471	
Howe Farm Supply, Inc.		963 Farlane Dr			Vanceburg	KY	41179	
Howells Motor Freight Inc.		51 Summons Dr			Cloverdale	VA	24077	
Hub Group Trucking Inc.	Attn: President, General, or Managing Agent	2000 Clearwater Dr			Oak Brook	IL	60523-8809	
Hub Group Trucking Inc.	Attn: President, General, or Managing Agent	PO Box 532083			Atlanta	GA	30353-2083	
HUB Group, Inc., d/b/a/ Unyson Logistics	c/o Troutman Pepper Hamilton Sanders, LLP	Attn: Joanna J. Cline & Emily L. Wheatley	Hercules Plaza, #5100, 1313 N Market St	PO Box 1709	Wilmington	DE	1899-1709	
Hudson Farm Supply		213 Harrington Ave			Harrington	DE	19952	
Hudsons Hardware Inc Clayton		77 Amelia Church Road			Clayton	NC	27520	
Hundred Farm Supply	Attn: David A. Cumberledge	66 Taylor Park Loop			Little Rock	AR	72211	
Hundred Farm Supply		2 Virginia St			Hundred	WV	26575	
Huvepharma Inc.		Dept 3854			Dallas	TX	75312-3854	
Hwy 28 Farm & Garden		1319 Hwy 28 By Pass			Abbeville	SC	29620	
HYDROFARM - FOXFARM FERTILIZER		1304 SOUTHPOINT BLVD	STE 200		PETALUMA	CA	94954-7464	
Hydrofarm LLC		PO Box 102326			Pasadena	CA	91189-2326	
I Must Garden LLC		1500 Garner Rd			Raleigh	NC	27610	
Indipets Inc.		20 Haypress Rd	Suite 324		Cranbury	NJ	08512	
Inland Tarp & Liner Inc.		4172 N Frontage Road E			Moses Lake	WA	98837	
Intergro Inc.		PO Box 567			Safety Harbor	FL	34695	
Intergro, LLC	Attn: Felix Renta	2915 SR 590, #15			Clearwater	FL	33759	
Irving Farms Marketing		PO Box 667			Caribou	ME	04736	
J A Oldfield & Son		8447 Us Hwy 460 West			Mize	KY	41352	
J.P. Morgan Chase Bank		1111 Polaris Pkwy			Columbus	OH	43240	
J.P. Morgan Securities, LLC	Attn: Nicholas C. Klym	Three James Center	1051 E Cary St	Suite 1415	Richmond	VA	23219	
Jarden Home Brands		75 Remittance Dr			Chicago	IL	60675-1167	
Jefferson Landmark		1525 State Hwy 152			Bloomingsdale	OH	43910	
Jefferson Landmark Inc.		994 East Market St			Cadiz	OH	43907	
JM Smucker Company		39198 Treasury Company			Chicago	IL	60694	
John Hart Farms LLC		101 Route 31 North			Pennington	NJ	08534	
Johnson Controls Fire Protection LP		Dept Ch 10320			Palantine	IL	60055	
Jowar Discount		202 Coal Heritage Road			laeger	WV	24844	
JSD Management Inc.		1283 College Park Dr			Dover	DE	19904	
Kaufman & Canoles PC		150 W Main St	Suite 2100		Norfolk	VA	23510-1665	
Kaufman & Canoles PC		PO Box 3037			Norfolk	VA	23514	

**Exhibit F**

Served via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Kaytee Products Inc.		7215 Collections Center Dr			Chicago	IL	60693	
Kearns Brinen & Monaghan		20 E Division St	2nd Floor		Dover	DE	199001	
Kees Farm Service And Supply Llc		1889 N State Hwy 7			Grayson	KY	41143	
Ken-Mulch Inc.		2708 Outer Loop			Louisville	KY	40219	
KENT PET GROUP INC		2905 Highway 61 North			Muscatine	IA	52761-0000	
Kent Pet Group Inc.		27452 Network Place			Chicago	IL	60673	
KENT PET GROUP, INC.		27452 NETWORK PLACE			CHICAGO	IL	60673	
Kent Precision Foods Group Inc.		26948 Network Place			Chicago	IL	60673-1269	
KENT PRECISION FOODS GROUP, INC.	ATTN: MARK RAUENBUEHLER	26948 NETWORK PLACE			CHICAGO	IL	60673-1269	
Kik International LLC	Attn: Kelly Baia	101 Macintosh Blvd			Concord	ON	L4K 4R5	Canada
Killens Farm & Home Services		123 Montrado St			Meadow Bridge	WV	25976	
Kong Company		16191-D Table Mountain Pkwy			Golden	CO	80403-1641	
Kontoor Brands	Accounts Receivable	PO Box 640017			Pittsburgh	PA	15264	
Kontoor Brands Inc.		PO Box 640017			Pittsburgh	PA	15264	
Kreamer Feed Inc.		PO Box 38			Kreamer	PA	17833	
L L Goodnight & Sons, Inc.		605 Saw Rd			China Grove	NC	28023	
Land O Lakes Purina Feeds LLC		13639 Collections Center Dr			Chicago	IL	60693	
Lawrence Transportation System Inc.		872 Lee Hwy	Unit 203		Roanoke	VA	24019-8516	
LAX	Attn: President, General, or Managing Agent							
LD Oliver Seed Co Inc.		PO Box 156			Milton	VT	05468	
Lebanon Seaboard Corp		PO Box 8500 S 9280			Philadelphia	PA	19178-9280	
Lehigh Anthracite LP		1233 E Broad St			Tamaqua	PA	18252	
Lehigh Outfitters LLC		PO Box 7410432			Chicago	IL	60674-0432	
Lennox International Inc.		100 Randolph Rd	Ste 1		Somerset	NJ	08873-1384	
Lenovo Financial Services		10201 Centurion Pkwy N	Suite 100		Jacksonville	FL	32256	
Lexington Farm And Garden Services Inc.		1800 South Main St			Lexington	NC	27292	
LFS Inc.		851 Coho Way			Bellingham	WA	98225	
Lfs Stores Llc, Dba Ladds Farm Supply		10 Euharlee Rd			Cartersville	GA	30120	
Lhoist North America		PO Box 281526			Atlanta	GA	30384-1526	
Liberty Distribution Co		188 Inverness Dr W	Ste 800		Englewood	CO	80112-5208	
Liberty Farm & Garden Llc		4739 Nc Hwy 49 North			Liberty	NC	27298	
Liberty Mutual Insurance		175 Berkeley St			Boston	MA	02116	
Liberty Mutual Insurance (Liberty Insurance Corp, Liberty Mutual Fire Insurance)		PO Box 91012			Chicago	IL	60680	
Lingo Staffing Inc.		PO Box 823461			Philadelphia	PA	19182-3461	
Link Handle Company		500 N Broadway			Seymour	IN	47274	
Liquid Asset Partners, LLC		2700 Patterson Ave SE			Grand Rapids	MI	49546	
Logicbroker, Inc		1 Enterprise Drive	Suite 425		Shelton	CT	06484	
Lovin Equipment And Sales Inc		1551 Sweetwater Rd			Robbinsville	NC	28771	
Lozier Store Fixtures		PO Box 3577			Omaha	NE	68103-0577	
LS Evolution LLC		1650 Willow Lawn Dr			Richmond	VA	23230	
Ltd Farm And Garden		1073 Meadowbrook Dr			King	NC	27021	
Lucid App		10355 South Jordan Gateway	Suite 150		South Jordan	UT	84095	
Lucid App		365 Canal St			New Orleans	LA	70130	
Lumos	Attn: President, General, or Managing Agent	1900 Roanoke Rd			Daleville	VA	24083	
Luster Leaf Inc.		1961 Dillard Ct			Woodstock	IL	60098	
Madison Wood Preserves Incorporated	c/o Davies, Barrell, Will Lewellyn & Edwards, PLC	Attn: Stephen K. Lewellyn, Esq.	122 W Cameron St	PO Box 1147	Culpeper	VA	22701	
Maine Farmers Exchange		PO Box 869			Presque Isle	ME	04769	
MAINE WOOD PELLETS CO LLC		164 Harmony Rd			Athens	MA	04912-0000	
Maine Wood Pellets Co LLC		PO Box 120			Athens	ME	04912	
Manakey Group LLC		PO Box 25			Grand Haven	MI	49417-0025	
Manchester Tank And Equipment		12536 Collection Ctr Dr			Chicago	IL	60693	
Manhattan Associates, Inc.		2300 Windy Ridge Parkway	10th Floor		Atlanta	GA	30339	
Manhattan Scale WMS		2300 Windy Ridge Pkwy	10th Floor		Atlanta	GA	30339	
Manna Pro Corporation		PO Box 959074			St Louis	MO	63195-9074	
Manna Pro Products LLC		PO Box 959074			St Louis	MO	63195-9074	
Manpowergroup US Inc.		21271 Network Place			Chicago	IL	60673	
Mansfield Oil Company Of Gainesville		PO Box 733706			Dallas	TX	75373-3706	
Mansfield Oil Company of Gainesville, Inc.		1025 Airport Parkway			Gainesville	Georgia	30501	
Mascot Pecan Co		PO Box 760			Glennville	GA	30427	
Maybury Associates Inc.		90 Denslow Rd			East Longmeadow	MA	01028-3160	
McCorkle Nurseries Inc.		4904 Luckys Bridge Rd			Dearing	GA	30808	
McCutcheons		PO Box 243			Frederick	MD	21705	



Exhibit F

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Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
McCutcheon's Apple Products, Inc.	Attn: Lynn McCutcheon, Purchasing Manager	PO Box 243			Frederick	MD	21701	
Mcdonald General Store		4575 Hwy 49 North			Concord	NC	28025	
MD Security		4 James Circle			Peperell	MA	01463	
Medford Nursery Inc.		PO Box 1145			Medford	NJ	08055	
Melissa And Doug LLC		PO Box 590			Westport	CT	06881	
Melnor Inc.	Attn: A/R	109 Tyson Dr			Winchester	VA	22603	
Mercury Paint Corp Dba National Paint		4808 Farragut Rd			Brooklyn	NY	11203	
Merit Distribution Group		1310 Union St			Spartanburg	SC	29302-3342	
Messinas		55 Willow St			Washington	NJ	07882	
Metal Sales Mfg Corporation		PO Box 203502			Dallas	TX	75320-3502	
MetLife, Inc.	Attn: Sharon Francis-Varszegi	18210 Crane Nest Dr.			Tampa	FL	33647	
Metropolitan Life Insurance Company		PO Box 804466			Kansas City	MO	64180-4466	
Mibro Group (Div Of Richelieu America)		PO Box 7410101			Chicago	IL	60674-0101	
Michigan Peat		PO Box 301297			Dallas	TX	75303	
Michigan Peat	Lisa Marks	P O Box 301297			Dallas	TX	75303-1297	
Microsoft	Attn: Legal Department	One Microsoft Way			Redmond	WA	98052	
Microsoft (M365)		6 Logue Ct			Greenville	SC	29615	
Microsoft Azure		6 Logue Ct			Greenville	SC	29615	
Microsoft Power BI		6 Logue Ct			Greenville	SC	29615	
Midwestern Pet Foods Inc	c/o NACM Southwest	751 Plaza Blvd			Coppell	TX	75019	
Midwestern Pet Foods Inc.		9634 Hedden Road			Evansville	IN	47725	
Midwestern Pet Foods, Inc								
Midwestern Pet Foods, Inc	Attn: Derek Tabor	9634 Hedden Rd			Evansville	IN	47725	
Milk Products Inc.		435 E Main St			Chilton	WI	53014	
Miller Manufacturing Company	c/o Kutay Rock LLP	Attn: K. Jon Breyer	60 S Sixth St	Suite 3400	Minneapolis	MN	55402	
Miller Manufacturing Company, Inc.	Attn: Dan Ferrise	2910 Water Road, Suite 150			Eagan	MN	55121	
MILLER MFG CO INC		PO BOX 7			RUSH CITY	MN	55069-0007	
Miller Mfg Co Inc.		PO Box 7			Rush City	MN	55069	
MILLERTON AGWAY		5980 N ELM AVE			MILLERTON	NY	12546-0000	
Milorganite Div Mmsd		PO Box 78847			Milwaukee	WI	53278-0847	
Milwaukee Metropolitan Sewerage District	Attn: Thomas A Nowicki	260 West Seebboth Street			Milwaukee	WI	53204	
MIRACO-GALLAGHER		PO Box 844366			Kansas City	MO	64184-4366	
MJ Norton Security Inc.		1819 Page Blvd			Springfield	MA	01151	
Moneta Farm & Home Center, Inc.		11739 Moneta Road			Moneta	VA	24121	
Monrovia Nursery Company		817 E Monrovia Place			Azusa	CA	91702	
Montpelier Agway	Attn: David Ide	190 Montpelier Road			Montpelier	VT	05602	
Morgantown Ag		1974 Hunters Way			Morgantown	WV	26505	
Moss Adams		999 Third Ave	Suite 2800		Seattle	WA	98104-4057	
Mountain View Hardware Llc		4511 Rock Creek Rd			Hays	NC	28635	
Mr Heater-Import		PO Box 6660			Cleveland	OH	44135	
MSC Industrial Supply Co Inc.		PO Box 953635			Saint Louis	MO	63195-3635	
Mt Jackson Farm Service Llc		5385 North Main Street			Mt. Jackson	VA	22842	
MTD Products Inc.		PO Box 734368			Chicago	IL	60673-4368	
MTD Southwest Inc.		PO Box 734368			Chicago	IL	60673-4368	
Mulch Manufacturing Co		6747 Taylor Rd SW			Reynoldsburg	OH	43068	
Mutual of Omaha	Attn: Jenny Charkoudian	8115 Maple lawn Blvd, Suite 160			Fulton	MD	20759	
Myron Bowling Auctioneers, Inc	Christopher Lee	3901 Kraus Lane			Hamilton	OH	45014	
NACM-Southwest		Faye Goodman 751 Plaza Blvd			Coppell	TX	75019	
Naked Bee		PO Box 11408			Knoxville	TN	37939	
National Salvage & Service Corp		PO Box 300			Clear Creek	IN	47426	
National Salvage & Service Corporation	Tim Rushenberg	6755 Old SR 37			Bloomington	IN	47401	
Nature Products USA		PO Box 120			Stillwater	MN	55082	
NC Granite Corp		PO Box 151			Mounty Airy	NC	27030	
Neat Distributing LLC		PO Box 82			Dunnville	KY	42528	
NeilsenIQ/Spaceman		200 W Jackson Blvd			Chicago	IL	60606	
Nelons Feed		519 Maple St			Hendersonville	NC	28792	
Netherland Bulb Co-Ssc		2720 Industrial Way			Vineland	NJ	08360-1550	
NETHERLAND BULB CO-SSC		2720 INDUSTRIAL WAY			VINELAND	NJ	08360-1550	
Nexcommunications Inc		520 Clanton Rd			Charlotte	NC	28217	
Nexcommunications Inc.		1927 S Tryon St			Charlotte	NC	28203	
NEXSTEP COMMERCIAL PRODUCTS		1450 W Ottawa Road			Paxton	IL	60957-0071	
Nexstep Commercial Products		PO Box 2096			Mount Vernon	OH	43050-7296	
NFP P&C Trust - AZ								
NFP Property And Casualty Services Inc.		401 Market St			Philadelphia	PA	19106	
Noel Custom Cleaning Services LLC		2318 10th St NW			Roanoke	VA	24012	



Exhibit F

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Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
North Carolina Dept of Agriculture		1020 Mail Service Center			Raleigh	NC	27699-1020	
North Central Companies		601 Carlson Pkwy	Suite 400		Minnetonka	MN	55305-5226	
North Central Companies, Inc.	Attn: Jeremy John Sandager	601 Carlson Parkway	Suite 400		Minnetonka	MN	55305	
North East Ftrways DbA Land Air Express		PO Box 920385			Needham	MA	02492-0005	
North Fulton Feed & Seed Company		12950 Highway 9 North			Alpharetta	GA	30004	
North West Rubber Ltd		PO Box 8000			Sumas	WA	98295	
North West Rubber Ltd.	Attn: David John Pruim	33850 Industrial Avenue			Abbotsford	BC	V2Z 3A1	Canada
North West Rubber Ltd.								
Northeast Overhead Door Co Inc.		PO Box 564			West Chester	PA	19381-0564	
Nutrimax, Inc.		PO Box 9967			Greensboro	NC	27429-0967	
Nutri-Vet Wellness		PO Box 959967			St Louis	MO	63195-9967	
NV Pets Sales and Marketing		PO Box 9786			Bakersfield	CA	93389	
Oglethorpe Feed & Seed		900 Athens Rd			Crawford	GA	30630	
Ohio County Farm Service		489 State Route 69 North			Hartford	KY	42347	
Ohnson Controls Fire Protection LP		Dept Ch 10320			Palantine	IL	60055	
Oklahoma Steel & Wire [Iowa Steel & Wire]	Brent Henry	PO Box 220	Hwy 70 South		Madill	OK	73446	
Oklahoma Steel and Wire Co Inc.		PO Box 220			Madill	OK	73446	
OLD WORLD INDUSTRIES		3100 Sanders Rd Suite 500			Northbrook	IL	60062-0000	
Oldcastle APG, Inc. [Oldcastle Architectural]	Attn: Julie Demers	PO Box 527			Poland Springs	ME	04274	
Oldcastle OSP Lime & Rock	Attn: President, General, or Managing Agent	481 Springwater Road			Poland Spring	ME	4274	
Oldcastle OSP Lime And Rock		PO Box 281479			Atlanta	GA	30384-1479	
Oldcastle Soil & Mulches		PO Box 281479			Atlanta	GA	30384-1479	
Onward Manufacturing Company Ltd		Lock Box #200642			Pittsburg	PA	15251	
Oracle America Inc.	Bank Of America Lockbox Services	15612 Collections Center Dr			Chicago	IL	60693	
Oracle America, Inc.		500 Oracle Parkway			Redwood Shores	CA	94065	
ORBIT IRRIGATION LLC		1470 South 5070 West			Salt Lake City	UT	84104-0000	
Orbit Irrigation LLC		PO Box 328			Bountiful	UT	84011	
Our Town Hardware, Inc.		6301 Castle Hayne Road			Castle Hayne	NC	28429	
PACER PUMPS		P O BOX 26234			RICHMOND	VA	23260-0000	
Pacer Pumps	Division of ASM Industries Inc.	41 Industrial Circle			Lancaster	PA	17601-5927	
Palmetto Farm Supply		333 Broad Street			Sumter	SC	29151	
Palmetto Farm Supply - Florence		1600 W Darlington St			Florence	SC	29501	
Palmetto Farm Supply Camden		40 E Dekalb Street			Camden	SC	29020	
Parsons Farms Llc		01 West State Street			West Jefferson	NC	28694	
Pascoe Workforce Solutions		PO Box 5046			New Britain	CT	06050-5046	
Paycom Software, Inc.	Attn: Jordan Long	7501 W Memorial Rd			Oklahoma City	OK	73142	
Paycom Software, Inc.	Attn: Seth Vanhoozier	919 E Main St	Suite 1602		Richmond	VA	23219	
PDZ COMPANY LLC		PO BOX 504228			SAINT LOUIS	MO	63150-0000	
PDZ Company, LLC								
Pearl Valley Farms Inc.	Ray Baker	968 S Kent Rd			Pearl City	IL	61062	
Penske Truck Leasing Co. L.P.	Attn: Rick Kemery	2675 Morgantown Road			Reading	PA	19607	
Phillips Feed & Pet Supply		3747 Hecktown Rd			Easton	PA	18045	
Phillips Feed & Pet Supply	Attn: President, General, or Managing Agent	3747 Hecktown Rd			Easton	PA	18045	
Pine Tree Farms Inc.		PO Box 254			Interlaken	NY	14847	
Pine Tree Farms, Inc.	Attn: Neal Stillions	3714 Cayuga St.			Interlaken	NY	14847	
Pine Tree Farms, Inc.	c/o Obermayer Rebmann Maxwell & Hippel LLP	Attn: Michael D. Vagnoni, Esq.	Centre Square West	1500 Market Street, Suite 3400	Philadelphia	PA	19102	
Plantation Products LLC		PO Box 411163			Boston	MA	02241-1163	
Polygro LLC		PO Box 567			Safety Harbor	FL	34695	
Polygro, LLC	Attn: Felix Renta	2915 SR 590, #15			Clearwater	FL	33759	
Polyvinyl Films Inc.	Attn: Maria Connor	38 Providence Rd			Sutton	MA	01590	
Ppg Architectural Finishes Inc.		PO Box 534979			Atlanta	GA	30353-4979	
Precision Delivery Solutions		PO Box 920385			Needham	MA	02492-0005	
Precision Hydraulics Co Inc.		256 Industrial Dr			Roanoke	VA	24019	
Premier Powder Coating And Custom Fab LLC		115 N 2Nd W			Rexburg	ID	83440	
Prides Corner Farms		122 Waterman Rd			Lebanon	CT	06249	
Principle Plastics Inc.		1136 W 135th St			Gardena	CA	90247	
Private Brands Inc. Gordon Corp Specialty		PO Box 504228			St Louis	MO	63150-4228	
Probec Inc.		357 E Southern Ave			South Williamsport	PA	17702	
Progressive Dairy Systems		3990 State Route 14			Columbiana	OH	44408	
Project Fence Acquisition LLC	c/o Broker & Associates Professional Corporation	Attn: Jeffrey W. Broker	18111 Von Karman Ave	Suite 460	Irvine	CA	92612-7153	
PSAV Presentation Services		23918 Network Place			Chicago	IL	60673	



Exhibit F

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Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Pughtown Farm Center Inc.		819 Pughtown Road			Spring City	PA	19475	
Pure Treats Inc.		373 Joseph-Carrier			Vaudreuil-Dorion	QC	J7V 5V5	Canada
Quality Steel Corporation		PO Box 11407	Dept 6402		Birmingham	AL	35246-6402	
R & D Cross		13801 MARTIN RD			BRANDYWINE	MD	20613-0000	
R & D Cross		13801 Martin Rd			Brandywine	MD	20613	
Radio Systems Corporation-Electric Dr		PO Box 633051			Cincinnati	OH	45263-3051	
Ragan & Massey Inc.		101 Ponchatoula Pkwy			Ponchatoula	LA	70454	
Ragan & Massey LLC	Attn: Mike Massey	101 Ponchatoula Parkway			Ponchatoula	LA	70454	
Ragan & Massey, Inc.	Attn: Clerk of the Court, Gary T. Stanga	110 N Bay St	Suite 100	PO Box 667	Amite City	LA	70422	
Railroad Distribution Services Inc.		94 N Elm St	Suite 404		Westfield	MA	01085	
Ray Murray Inc.		PO Box 1302			Fall River	MA	02722	
RC Communications		6621 Greeley St			Tujunga	CA	91042	
RE Michel Company Inc.		PO Box 2318			Baltimore	MD	21203	
Red Barn Farm & Garden Ctr		114 Margaret Street			Gadsden	AL	35903	
Red Wing Shoes		301-B N Polk St			Pineville	NC	28134	
Red Wing Shoes		437 Eisenhower Dr			Hanover	PA	17331	
REDMOND MINERALS		2725 North 100 West			Redmond	UT	84652-0000	
Redmond Minerals		PO Box 219			Redmond	UT	84652	
Redwood Logistics		1765 Elston St	Suite 216		Chicago	IL	60642	
Reeves Hardware Co		95 Bo James Street			Clayton	GA	30525	
Reeves International		14 Industrial Rd			Pequannock	NJ	07440	
Registrations By Design Inc.		PO Box 1019			Salem	VA	24153	
Republic Services		845 Burnett Rd	Lot 2 & 3		Chicopee	MA	01020	
Republic Services Inc. 956		PO Box 9001099			Louisville	KY	40290-1099	
Revenue Assurance Partners		PO Box 4883			Covington	LA	70434	
Reynolds Enterprises of Broome Inc. DBA Binghamton Agway	Attn: Krystal App	145 Broad Ave			Binghamton	NY	13904	
RF HW Lease-Cca								
Rhino Seed & Landscaping Supply, LLC	c/o Harvey Babcock & Associates	Attn: Harvey K Babcock	30445 Northwestern Hwy	#230	Farmington Hills	MI	48334	
Rhino Seed and Turf Supply		850 North Old US 23			Brighton	MI	48114	
Richardson Kontogouris Emerson LLP		2942 Columbia St			Torrance	CA	90503	
Richardson Kontogouris Emerson LLP		2942 Columbia St			Torrance	CA	90503	
Ricoh USA Inc.		PO Box 827577			Philadelphia	PA	19182	
Ringcentral Inc.		20 Davis Dr			Belmont	CA	94002	
Roanoke Gas	Attn: President, General, or Managing Agent	519 Kimball Ave NE			Roanoke	VA	24016	
Roanoke Gas Company Corp		PO Box 70848			Charlotte	NC	28272	
Roanoke Valley Lawn Care LLC		PO Box 543			Blue Ridge	VA	24064	
Robert Allen Home & Garden		4240 Roger B Chaffee			Wyoming	MI	49548	
Rockbridge Farmers Coop		645 Waddell Street			Lexington	VA	24450	
Rocking R Division - Harrisonburg		1030 S High St P. O. Box 1109			Harrisonburg	VA	22803	
Rockingham Coop Farm Bur G&I Acct		1044 S High Street			Harrisonburg	VA		
Rockingham Coop Farm Bureau Inc.		PO Box 161			Troutville	VA	24175	
Rockingham Coop Waynesboro Store		1000 West Broad St			Waynesboro	VA	22980	
Rockingham Cooperative		107 Depot Street			Bridgewater	VA	22812	
Rockingham Cooperative		110 Wilson Ave			Monterey	VA	24465	
Rockingham Cooperative		135 West Spotswood Avenue			Elkton	VA	22827	
Rockingham Cooperative		335 W Spring St			Woodstock	VA	22664	
Rockingham Cooperative		368 5Th Avenue			Timberville	VA	22853	
Rockingham Cooperative - Harrisonburg		1044 S. High Street			Harrisonburg	VA	22801	
Rockingham Cooperative - Troutville		8649 Cloverdale Rd			Troutville	VA	24175	
Rockingham Cooperative - Wirtz		3220 Wirtz Rd			Wirtz	VA	24184	
Rockingham Cooperative Ace Hardware		2589 Stuarts Draft Hwy			Stuart Drafts	VA	24477	
Rockingham Cooperative Inc. - Strasburg		455 E King Street			Strasburg	VA	22657	
Rockingham Cooperative Verona Ace Hdwr		241 Lee Highway			Verona	VA	24482	
Rockingham Coopertive Stuarts Draft		2575 Stuarts Draft Hwy			Stuarts Draft	VA	24477	
Rocky Brands USS LLC		39 E Canal St			Nelsonville	OH	45764	
Ropam Enterprises Inc.		PO Box 1141			Salem	VA	24153	
Roto Salt Co Inc.		118 Monell St			Penn Yan	NY	14527	
Royal Oak Sales Inc.		PO Box 116672			Atlanta	GA	30368-6672	
Royal Pest Solutions Inc.		53 McCullough Dr			New Castle	DE	19720	
ROYAL WOOD SHAVINGS INC - CANADA		2327 BD DU VERSANT N #250			QC, G1N 4C2			
ROYAL WOOD SHAVINGS INC - RED OAK		2327 BD DU VERSANT N #250			QC, G1N 4C2			
Royal Wood Shavings Inc.		2327 Bd Du Versant N #250			Quebec	QC	G1N 4C2	Canada
Rubinbrown LLP		1200 Main St	Suite 1000		Kansas City	MO	64105	
Ruffin Farm Supply		11382 Bells Hwy			Ruffin	SC	29475	

**Exhibit F**

Served via First-Class Mail

Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Rugg Mfg Co		PO Box 142			Leominster	MA	01453-0142	
RUGG MFG CO		PO BOX 142			LEOMINSTER	MA	01453-0142	
Rustys Feed & Seed Llc		505 Alabama Hwy 203			Elba	AL	36323	
Ryder Transportation Svcs Inc.		PO Box 96723			Chicago	IL	60693	
S & J Ellis Farms Inc.		5949 St Rt 136			West Union	OH	45693	
Safety Kleen Corp		PO Box 382066			Pittsburg	PA	15250-8066	
Safety Works Inc.		PO Box 65060			Baltimore	MD	21264	
Salesforce		PO Box 203141			Dallas	TX	75320-3141	
Sandy Fork Fertilizer		6142 Hwy 58			Buffalo Junction	VA	24529	
Saunders Brothers Inc.		2717 Tye Brook Hwy			Piney River	VA	22964	
SCOTT PET PRODUCTS		1543 N US HIGHWAY 41			ROCKVILLE	IN	47872-7146	
Scotts Company		PO Box 93211			Chicago	IL	60673-3211	
Scotwood Industries		211 Servistar Industrial Way			Westfield	MA	01085	
Scotwood Industries		PO Box 959707			Saint Louis	MO	63195-9707	
SEAY MILLING		MAIN ST			DILLYN	VA	23936-0000	
Seay Milling & Segra		Main St			Dillwyn	VA	23936	
Sergeants Pet Care Products LLC		PO Box 631139			Cincinnati	OH	45263-1139	
Service Tool Co LLC		Dept 0383			Dallas	TX	75312-0383	
Service Tool Co LLC	Attn: Shawn Bourque Smith	PO Box 12240			New Iberia	LA	70562-2240	
Seymour Midwest LLC	Attn: Holly Schmucker	2501 S Lewis St			New Iberia	LA	70560	
SGS North America Inc.		2666 S Country Club Rd			Warsaw	IN	46580	
Sherin And Lodgen LLP		PO Box 2502			Carol Stream	IL	60132-2502	
Shulman Bastian Friedman & Bui LLP		101 Federal St			Boston	MA	02110	
Siegels Covington Country Store Inc		100 Spectrum Center Dr	Suite 600		Irvine	CA	92618	
Skyline Services LLC		242 E Broadway			Covington	OH	45318	
SL 323 Lockhouse Road LLC		292 Lockhouse Rd			Westfield	MA	01085	
SI 323 Lockhouse Road LLC	Attn: Accounts Receivable	195 Morristown Rd			Basking Ridge	NJ	07920	
SL 323 Lockhouse Road LLC	Attn: Legal Department	195 Morristown Road			Basking Ridge	NJ	07920	
SMARTSCALE GALLAGHER		PO Box 844366			Kansas City	MO	64168-0000	
Smith Seed Services		PO Box 288			Halsey	OR	97348	
SMITTYS SUPPLY INC		63399 Highway 51			Roseland	LA	70456-0000	
Solo Motors Inc.		PO Box 79376			Baltimore	MD	21279-0376	
Songbird Essentials LLC/Gold Crest Distributing		PO Box 355			Mexico	MO	65265	
SOUTHEAST SEED INC		P O BOX 2728			Hammond	LA	70404-0000	
Southeast Seed Inc.		9030 SE 70th Ave			Trenton	FL	32693	
Southeast Seed, Inc.	c/o The Griffis Law Firm LLC	Attn: Stanley H. Griffis, III	13th SE 1st Ave		Chiefland	FL	32626	
SOUTHEASTERN FREIGHT LINES INC								
SOUTHEASTERN FREIGHT LINES INC [SEFL]	Attn: Joyce Blanton	PO Box 100104			Columbia	SC	29202	
Southeastern Freight Lines, Inc.		PO Box 100104			Columbia	SC	29202-3104	
Southern Container Corp Of Wilson Inc.		PO Box 216			Wilson	NC	27893	
Southern Container Corp of Wilson, Inc.	William MJ Farris, Farris and Thomas Law	104 Nash Street N	PO BOX 2848		Wilson	NC	27894	
Southern Outdoor Technologies Inc.		PO Box 1135			West Point	MS	39773	
Southern States Carroll County Cooperative, Inc.	Jeffrey Dean	PO Box 98			Hillsville	VA	24343	
Southern States Carroll County Cooperative, Inc.	Trina Frazier	6606 West Broad Street			Richmond	VA	23230	
SOUTHERN STATES CHATHAM COOP INC								
Southern States Cooperative		6606 W. Broad Street			Richmond	VA	23230	
Southern States Cooperative Inc.		6606 W Broad St			Richmond	VA	23230	
Southern States Cooperative, Inc.	Attn: Tommy Didlake	6606 West Broad Street			Richmond	VA	23230	
Southern States Cooperative, Inc.	c/o O'Neil, Cannon, Hollman, DeJong & Laing S.C.	Attn: Grant C. Killoran & Laura J. Lavey	111 E Wisconsin Ave	Suite 1400	Milwaukee	WI	53202	
Southern States Cooperative, Inc.	c/o Tommy Didlake, CFO	6606 West Broad Street			Richmond	VA	23230	
Southern States Cooperative, Inc.	Tommy Didlake, CFO	6606 West Broad Street			Richmond	VA	23230	
Southern States Mt Airy Coop #16243	MELISSA KEITH	1312 S MAIN STREET	#13		MT AIRY	MD	21771	
Spaulding Equipment Company		22950 Kings Highway			Randolph	VA	23962	
Spectrum Products Inc.		PO Box 2075			Wake Forest	NC	27588	
SPS Commerce, Inc.		333 South Seventh Street	Suite 1000		Minneapolis	MN	55402	
Statesville Service		3213 Taylorsville Rd			Statesville	NC	28625-2966	
Steel Tech Inc.		PO Box 373			Walhalla	ND	58282	
Stoltzfus Feed & Supply Inc.		80 Route 41			Gap	PA	17527	
Suburban Propane LP		PO Box 270			Whippany	NJ	07981	



Exhibit F

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Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Sue Martin Pallet		61 Fenton Rd			Monson	MA	01057	
Summit Handling Systems Inc.		11 Defco Park Rd			North Haven	CT	06473	
Sun Gro Horticulture	Attn: President, General, or Managing Agent	28793 Network Place			Chicago	IL	60673-1287	
Sungro Horticulture Inc		PO Box 714837			Cincinnati	OH	45271-4837	
Sunshine Mills Inc.	Attn: President, General, or Managing Agent	500 6th St SW	PO Box 676		Red Bay	AL	35582	
Sunshine Mills Inc.	Attn: President, General, or Managing Agent	PO Box 2153	Dept 40311		Birmingham	AL	35287	
Sunshine Mills, Inc.		500 6th St. SW			Red Bay	AL	35582	
Superior Plus Energy Service Inc.		PO Box 981045			Boston	MA	02298	
Swan Products Inc.		Dept #10369			Chicago	IL	60680-0618	
T R Akridge & Son Inc		55 Wyatt St			Fredonia	KY	42411	
Tarantin Industries Inc.		86 Vanderveer Rd			Freehold	NJ	07728	
Tarheel Hardware		195 North Nc 41			Beulaville	NC	28518	
Tarter Farm & Ranch Equipment	Attn: President, General, or Managing Agent	10739 US-127			Dunnville	KY	42528	
Tarter Farm & Ranch Equipment	Attn: President, General, or Managing Agent	PO Box 10			Dunnville	KY	42528	
TBD								
TCI Trucking & Warehousing		PO Box 53721			Lafayette	LA	70505-3721	
TechPac [Garden Tech]	Accounts Receivable	PO BOX 640822			CINCINNATI	OH	45264	
Tejas Software Inc		6171 S Nome Ct			Englewood	CO	80111-5855	
Tenax Corporation		4800 E Monument St			Baltimore	MD	21205	
Tenax Corporation	Attn: Anna Zimmerman	4800 East Monument Street			Baltimore	MD	21205	
TFH Publications Inc.	c/o Bank Of America	PO Box 427			Neptune	NJ	7754	
The Gorman-Rupp Company [as Assignee of Tuthill Corp.-Fill Rite Division]	Attn: Brigitte Burnell	600 S Airport Blvd			Mansfield	OH	44903	
The Gorman-Rupp Company [as Assignee of Tuthill Corp.-Fill Rite Division]	c/o Squire Patton Boggs (US) LLP	Attn: Maura P. McIntyre	1000 Key Tower	127 Public Square	Cleveland	OH	44114	
The Imagine Group, LLC	Attn: Timothy J Bettenga	1000 Valley Park Drive			Shakopee	MN	55379	
The Lester Group Inc		14 E Liberty St			Martinsville	VA	24112	
THE SCOTTS CO-MARYSVILLE OH		14110 Scottslawn Road			Marysville	OH	43041-0000	
The Scotts Co-Marysville Oh		PO Box 93211			Chicago	IL	60673-3211	
THE SCOTTS COMPANY-LEBANON CT		14110 Scottslawn Road			Marysville	OH	43041-0000	
The Sign Shop		215 E Main St			Westfield	MA	01085	
Therm-O-Rock Inc.		PO Box 429			New Eagle	PA	15067	
Timothy C. Kamyk, Personal Representative of the Estate of Kenneth Kamyk	c/o Sullivan Law & Associates	Attn: Richard P. Sullivan, Esq.	4695 MacArthur Ct	Suite 450	Newport Beach	CA	92660	
Tomahawk Transport Llc		255 Rockhouse Fork Rd			Salysville	KY	41465	
Total Quality Logistics		4289 Ivy Pointe Blvd			Cincinnati	OH	45245	
Town N Country Farm & Pet Supply Llc		59 Hwy 212 West			Monticello	GA	31064	
TRC Master Fund LLC [as Assignee of Heath Mfg Company]	Attn: Terrel Ross	PO Box 633			Woodmere	NY	11598	
TRC Master Fund LLC [as Assignee of North West Rubber Ltd]	Attn: Terrel Ross	PO Box 633			Woodmere	NY	11598	
TRC Master Fund, LLC	Attn: Terrel Ross	PO Box 633			Woodmere	NY	11598	
Triest Irrigation		PO Box 1147			Darlington	SC	29540	
Trisurar Specialty Insurance Company (RT Specialty)		210 Park Ave	Suite 1300		Oklahoma City	OK	73102-5639	
Truck Shields LLC DbA Signature Products		PO Box 150342			Ogden	UT	84415	
Turf Center Inc		1409 Spencerville Rd			Spencerville	MD	20868	
Tuthill Corp - Fill Rite Division		PO Box 75822			Chicago	IL	60675-5822	
U.S. Customs and Border Protection	Attn: Revenue Division, Bankruptcy Team	6650 Telecom Dr.	Suite 100		Indianapolis	IN	46278	
Union Corrugating Co Inc.		Dept #5918			Birmingham	AL	35246-5918	
Union Storage And Transfer Corp		4275 Main Ave			Fargo	ND	58103	
Unipet LLC		PO Box 1386			Greenville	SC	29602	
US Department of Labor - OSHA		1441 Main St			Springfield	MA	01103-1493	
USDA Agricultural Marketing Services	Attn: Basil Coale	100 Riverside Pkwy	Suite 101		Fredericksburg	VA	22406	
Valley Boiler Inc.		PO Box 564			West Chester	PA	19381-0564	
Van Bloem Gardens		PO Box 550			Meridian	MS	39302-0550	
Vaporizer LLC		PO Box 536192			Pittsburg	PA	15253-5903	
Vaporizer LLC		PO Box 536192			Pittsburgh	PA	15253-5903	
Vaporizer LLC	Attn: President, General, or Managing Agent	245 Main St			Moosup	CT	6354	
Vericore		10115 Kinney Ave	Suite 100		Huntsville	NC	28078	

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Name	Attention	Address 1	Address 2	Address 3	City	State	Zip	Country
Veritiv		PO Box 409884			Atlanta	PA	15264-4520	
Verizon Wireless		PO Box 25505			Lehigh Valley	PA	18002	
Versailles Farm Home & Garden Llc		197B Frankfort St			Versailles	KY	40383	
Versapet Inc.		322 Horner Ave	Unit 2		Etobicoke	ON	M8W 11Z3	Canada
Virginia Berry Farm		Box 4			Ruther Glen	VA	22546	
Virginia Diner		322 W Main St			Wakefield	VA	23888-2940	
Virginia Truck Center, Inc. dba Excel Truck Group		267 Lee Highway			Roanoke	VA	24019	
Vivid Life Sciences LLC		PO Box 41632			Minneapolis	MN	55441	
VSP Vision Care	Attn: Cha'ron Clark	3333 Quality Dr			Rancho Cordova	CA	95670	
Walkwhiz LLC		1101 Wilson Blvd			Arlington	VA	22209	
Waynes Feed Store		869 Andrews Road			Murphy	NC	28906	
Waynes Forklift Service		10809 Slings Gap Rd			Bent Mountain	VA	24059	
WB Mason Company Inc.		PO Box 981101			Boston	MA	02298-1101	
WDG Holdings LLC		PO Box 901			Tupelo	MS	38802	
WEBER STEPHEN PRODUCTS CO-PALATINE		PO BOX 388			BURLINGTON	MA	01803-0688	
Weber Stephen Products Co-Palatine		PO Box 96439			Chicago	IL	60693-6439	
Webster Espress		PO Box 388			Burlington	MA	01803-0688	
Werres Corp		PO Box 759022			Baltimore	MD	21275-9022	
Westchester Protective Gear		PO Box 22231			New York	NY	10087	
Western Virginia Water Authority		PO Box 17381			Baltimore	MD	21297-1381	
Western Virginia Water Authority	Attn: President, General, or Managing Agent	12042 W Broad St			Richmond	VA	23233	
Westfield Gas & Electric		PO Box 9189			Chelsea	MA	02150-9189	
Westfield Gas & Electric	Attn: President, General, or Managing Agent	100 Elm St			Westfield	MA	01085	
Westfield Water	Attn: President, General, or Managing Agent	28 Sackett St			Westfield	MA	01085	
WET & FORGET INC		2521 Technology Drive Ste 209			Elgin	IL	60124-0000	
Wet & Forget Inc.		PO Box 5805			Elgin	IL	60121	
White County Farmers Exchange		951 S Main St			Cleveland	GA	30528	
Whitetail Inst Of America		Pradco Outdoor Brands			Birmingham	AL	35242	
WHITETAIL INST OF AMERICA	Attn: Greg Dryden	5724 Hwy 280 East			Birmingham	AL	35242-0000	
Wholesome Pride Pet Treats		2160 N Fox Hollow Dr	Suite 7		Nixa	MO	65714	
WILLIAM BENEDICT INC		480 PURDY HILL RD			MONROE	CT	06468-0000	
William E. Fagaly & Son Inc.		6858 Hill Street			Miamitown	OH	45041	
William F Sullivan & Co Inc.		107 Appleton St			Holyoke	MA	01040	
William Sullivan		107 Appleton St			Holyoke	MA	01040	
Wolverine World Wide		25759 Network Pl			Chicago	IL	60673	
Wolverine World Wide, Inc.								
WOODGRAIN MILLWORK, INC [Woodgrain Inc]	Attn: Deborah Gossard	300 NW 16th ST			Fruitland	ID	83619	
Woodstream Corp		1985 Solutions Center			Chicago	IL	60677-1009	
YOST'S COUNTRY STORE		91 WELSH RD			SUGARLOAF	PA	18249-0000	
Zoetis US LLC	Attn: Stefan A. Chlapaty	712 Kimberton Road			Chester Springs	PA	19425	